

Memorandum



Date: September 20, 2016

To: Honorable Chairman Jean Monestime,
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the name in the "From" field.

Agenda Item No. 3(B)(1)

Subject: Resolution Authorizing the County Mayor or County Mayor's Designee to Apply for, Receive, Disburse, and Expend Health and Human Services funds under the Ryan White HIV/AIDS Treatment Extension Act of 2009

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this item, which does the following:

- Authorizes the County Mayor or the County Mayor's designee to apply for, receive, disburse, and expend approximately \$27,824,843.00 in HIV Emergency Relief Project Grants (Ryan White Part A and Minority AIDS Initiative) funding from the United States Department of Health and Human Services Health Resources and Services Administration (Health and Human Services);
- Authorizes the County Mayor or the County Mayor's designee to receive and expend additional funds that may become available during the term of the grant period and to execute any necessary amendments to the Health and Human Services application on behalf of Miami-Dade County;
- Authorizes the County Mayor or the County Mayor's designee to execute continuation contracts with those service providers previously awarded contracts pursuant to Request for Proposal No. 0313 "Health and Support Services for Persons Living with HIV/AIDS" and Resolution No. R-1072-12, subject to the approval by the County Attorney's Office, and to exercise amendments, modifications, cancellation, and termination clauses contained in the contracts with the service providers; and
- Waives the requirements of Resolution No. R-130-06, which requires the contract to be signed by non-County parties when this resolution is considered.

These funds must be utilized during the period of March 1, 2017 through February 28, 2018.

Scope

The impact of this resolution is countywide as the HIV/AIDS-related health and support services will be provided to low-income populations living with HIV/AIDS residing in Miami-Dade County.

If awarded funding by Health and Human Services, this grant will provide approximately 10,500 low-income persons living with HIV or AIDS with HIV-related health and support services, including outpatient medical care, prescription drugs, medical case management, substance abuse residential and outpatient treatment, mental health therapy/counseling, oral health care, food/meal programs, legal assistance, health insurance assistance, transportation vouchers, and outreach services.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to receive, disburse and expend grant funds and execute and amend, modify, cancel, and terminate related continuation contracts with Service Providers to implement the Ryan White Part A Program, which may be required by the grant guidelines or to further the purpose described in the funding request.

Fiscal Impact

This application is for \$27,824,843.00 in federal funding. No County matching funds are required.

Track Record/Monitoring

Ryan White Program staff in the Grants Coordination Division of the Office of Management and Budget will be responsible for monitoring Ryan White Part A and Minority AIDS Initiative contracts for compliance with all local, state, and federal programmatic, fiscal, and administrative requirements. Daniel T. Wall, Office of Management and Budget Assistant Director, will be the Program Director for this project.

Background

The Ryan White HIV/AIDS Treatment Extension Act of 2009 (Act) requires that Eligible Metropolitan Areas, such as Miami-Dade County, that are recipients of Ryan White Program Part A funding (Ryan White Program Funds), compete for such funding through an annual grant application process established by Health and Human Services. These funds are awarded to relieve the overwhelming burden of the HIV epidemic among low-income persons living with HIV/AIDS and to provide support for needed services in order to decrease disparities in health outcomes and increase access to medical care and treatment. In accordance with the Act, Miami-Dade County has consecutively received funds in grant fiscal years 1991 through 2016. In 2016, Miami-Dade County was awarded approximately \$26.6 million in grant funds that included approximately \$2.6 million in Minority AIDS Initiative funds.

The deadline for applying for these funds for Grant Year 2017-18 is October 2016. It is anticipated that the County will receive official notice of the grant award by March 1, 2017 or thereafter.

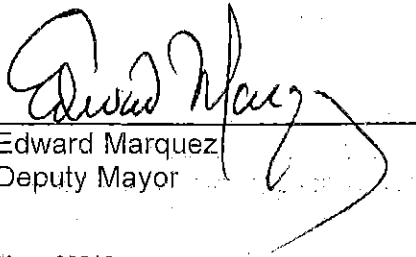
As required by the Act, the Board created and established the Miami-Dade HIV/AIDS Partnership (Partnership) to determine the needs of the community and service priority areas. For grant year 2017-18, these service priorities for Part A funding include medical case management, outpatient medical care, prescription drugs, health insurance assistance, mental health therapy/counseling, oral health care, outpatient substance abuse counseling, food/meals services, outreach services, residential substance abuse treatment, transportation services, and legal assistance. The service priorities for Minority AIDS Initiative funding include medical case management, outpatient medical care, prescription drugs, outreach services, and residential substance abuse treatment. This grant will be used especially to fund community agencies that have a commitment ensuring comprehensive and high quality services to persons living with HIV disease.

Pending federal award notification, funding allocations based on service priorities identified by the Partnership, and contract awards that were approved by the Board of County Commissioners on December 18, 2012 pursuant to Resolution No. R-1072-12 will be executed for a budget period with a commencement date of March 1, 2017.

Honorable Chairman Jean Monestime
and Members, Board of County Commissioners
Page 3

This item seeks a waiver of Resolution No. R-130-06, which requires all non-County parties to execute contracts prior to placement of any legislative item on the Board's agenda. Waiver of this resolution is required in order to ensure that services to persons living with HIV or AIDS are not interrupted.

Attachments



Edward Marquez
Deputy Mayor

Mayor06516



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: September 20, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 3(B)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(1)
9-20-16

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE, DISBURSE AND EXPEND FUNDS FROM THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES IN THE AMOUNT OF APPROXIMATELY \$27,824,843.00 IN HIV EMERGENCY RELIEF PROJECT (RYAN WHITE PART A AND MINORITY AIDS INITIATIVE) GRANT FUNDING FOR COMPREHENSIVE HEALTH AND SUPPORT SERVICES FOR LOW INCOME PERSONS LIVING WITH HIV/AIDS, TO APPLY FOR, RECEIVE AND EXPEND ADDITIONAL FUNDS THAT MAY BECOME AVAILABLE UNDER THIS PROGRAM, TO AMEND SUCH APPLICATION AS MAY BE NECESSARY, TO EXECUTE CONTINUATION CONTRACTS WITH SERVICE PROVIDERS FUNDED THROUGH THIS PROGRAM, AND TO EXERCISE AMENDMENTS, MODIFICATIONS, CANCELLATION OR TERMINATION CLAUSES CONTAINED IN SUCH CONTRACTS; AND WAIVING THE REQUIREMENTS OF RESOLUTION NO. R-130-06

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Incorporates and approves the foregoing recitals as if fully set forth herein.

Section 2. Authorizes the County Mayor or the County Mayor's designee to apply for, receive, expend and disburse funds in the amount of approximately \$27,824,843.00 in HIV Emergency Relief Project (Ryan White Part A and Minority AIDS Initiative) grant funding from

the United States Department of Health and Human Services to provide comprehensive health and support services for persons living with HIV/AIDS. This Board further authorizes the County Mayor or the County Mayor's designee to apply for, receive, expend and disburse additional funds that may become available for this purpose and to amend such application as may be necessary.

Section 3. In the event Miami-Dade County is awarded the funds described in Section 2 of this resolution, this Board authorizes the County Mayor or the County Mayor's designee to execute continuation contracts, in substantially the form attached hereto as Exhibit "A" and incorporated by reference, with those service providers previously awarded contracts pursuant to Request for Proposal No. 0313 "Health and Support Services for Persons Living with HIV/AIDS" and Resolution No. R-1072-12, subject to the County Attorney's Office's approval. The County Mayor or the County Mayor's designee is also authorized to exercise amendments, modifications, cancellation, and termination clauses contained in the corresponding contracts with the service providers.

Section 4. Waives the requirements of Resolution No. R-130-06 for the reasons stated in the County Mayor's memorandum.

The foregoing resolution was offered by Commissioner ,
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

| | |
|-------------------------------------|----------------------|
| Jean Monestime, Chairman | |
| Esteban L. Bovo, Jr., Vice Chairman | |
| Bruno A. Barreiro | Daniella Levine Cava |
| Jose "Pepe" Diaz | Audrey M. Edmonson |
| Sally A. Heyman | Barbara J. Jordan |
| Dennis C. Moss | Rebeca Sosa |
| Sen. Javier D. Souto | Xavier L. Suarez |
| Juan C. Zapata | |

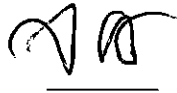
The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of September, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Terrence A. Smith

**FY 2016 Part A/MAI Continuation Contract
Resolution Nos. R-1072-12 and R-807-15**

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, hereinafter referred to as "Agreement", made and entered into this _____ day of _____, 2017 by and between Miami-Dade County, a political subdivision of the State of Florida, whose address is 111 N.W. 1st Street, Miami, Florida 33128, Attention: Mayor, (hereinafter referred to as the "COUNTY"), and the **[ENTER FULL LEGAL NAME OF SUBRECIPIENT; NO CAPS NO BOLD]**, a Florida **[ENTER TYPE OF AGENCY/CORPORATION – I.E., NON-PROFIT; FOR-PROFIT; EDUCATIONAL INSTITUTION, ETC. – CONFIRM WITH AGENCY; NO CAPS NO BOLD]** whose address is **[ENTER THEIR MAIN ADDRESS FOR ADMINISTRATION; NO CAPS NO BOLD]**, hereinafter referred to as the "SUBRECIPIENT," (collectively referred to as the "Parties") provides the terms and conditions pursuant to which the SUBRECIPIENT shall provide **[ENTER THE FULL NAME OF THE FUNDED SERVICE CATEGORY IN ALPHABETICAL ORDER; NO CAPS NO BOLD]** to program-eligible persons living with HIV or AIDS; including services dedicated to minority persons living with HIV or AIDS, where applicable. **[INCLUDE THIS LAST PHRASE “; INCLUDING...” ONLY FOR MAI-FUNDED AGENCIES]**

WITNESSETH

WHEREAS, the COUNTY has received Federal funds from the Part A grant, including but not limited to Minority AIDS Initiative (MAI) funding, under the Ryan White HIV/AIDS Treatment Extension Act of 2009 for providing life-saving care for program-eligible persons living with HIV or AIDS, including services dedicated to minority persons as allowable under the MAI award; and

WHEREAS, the COUNTY receives this funding under the Catalog of Federal Domestic Assistance (CFDA) #93.914, HIV Emergency Relief Project Grants; and

WHEREAS, the COUNTY as grantee for the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA), is authorized to purchase said services for program-eligible persons living with HIV or AIDS; and

WHEREAS, the COUNTY requires the above mentioned services from the SUBRECIPIENT in order to fulfill its contractual obligations under the aforementioned grant; and

WHEREAS, the Miami-Dade Board of County Commissioners has passed Resolution No. R-1072-12 on December 18, 2012, and Resolution No. R-807-15 on October 6, 2015, authorizing this Agreement; and

WHEREAS, the SUBRECIPIENT is desirous of and willing to participate with the COUNTY and with other organizations in accomplishing the goals, purposes, and objectives of the Miami-Dade HIV/AIDS Partnership (local planning council),

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants recorded herein, the parties agree as follows:

Article I
Definitions

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) "Approved Payment Plan" shall mean a written agreement between the COUNTY and the SUBRECIPIENT setting forth a repayment schedule that, by the end of the term of the approved payment plan, satisfies all of the SUBRECIPIENT's arrearage to the COUNTY. Such a plan may include principal and interest payments, abatements, discounts, or any other financial terms and conditions available to the parties under the appropriate contracting authority.
- b) "Arrears" or "Arrearage" shall mean any delinquent amounts owed by the SUBRECIPIENT under any contract, final non-appealable judgment or lien with the COUNTY.
- c) "Computer Identification System (CIS) number" shall mean a unique identifier assigned by the Service Delivery Information System to each recipient (client) of Ryan White Part A and MAI Program services in Miami-Dade County in order to track the client's participation in the Ryan White Program system of care.
- d) "Client" shall mean program-eligible individual as further defined in Article I (q) below.
- e) "Contract", "Contract Documents", or "Agreement" shall mean collectively the terms and conditions set forth herein, the Scope of Services (Exhibit A), SUBRECIPIENT's Budget (Exhibit B), all associated addenda and attachments, and all amendments issued hereto.
- f) "Controlling financial interest" shall mean ownership, directly or indirectly to ten percent (10%) or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.
- g) "COUNTY" shall mean Miami-Dade County, its agents, employees and instrumentalities, including, but not limited to, the Office of Management and Budget-Grants Coordination (OMB-GC). The term COUNTY excludes SUBRECIPIENT.
- h) "Days" shall mean Calendar Days, unless otherwise defined in this Agreement.
- i) "Deliverables" shall mean all documentation and any items of any nature submitted by the SUBRECIPIENT to the COUNTY's Program Director for review and approval pursuant to the terms of this Agreement.

EXHIBIT A

- j) "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed" or words of like import shall mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the COUNTY's Ryan White Program Director (i.e., Program Director of the Office of Management and Budget-Grants Coordination); and similarly the words "Approved", "Acceptable", "Satisfactory", "Equal", "Necessary", or words of like import shall mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the COUNTY's Ryan White Program Director (also known as the Assistant Director of the Office of Management and Budget-Grants Coordination, for Ryan White Program services).
- k) "Document" or "Documents" shall mean written, typed, printed, recorded or graphic material, however produced or reproduced, of any kind and description and whether an original, duplicate, or copy, including, but not limited to, papers, notes, accounts, books, letters, memoranda, notes of conversations, contracts, agreements, drawings, telegrams, tape recordings, communications, including inter-office and intra-office memoranda, reports, studies, working papers, corporate records, minutes of meetings, notebooks, bank deposit slips, bank checks, canceled checks, diary entries, appointment books, desk calendars, photographs, transcriptions of sound recordings of any type of personal or telephone conversations or negotiations, meetings, or conferences or things similar to any of the foregoing, and to include any data, information or statistics contained within any data storage modules, tapes, discs, or other memory device, or any other information retrievable from any storage systems, including, but not limited to, computer generated reports and printouts. The word "Document" also includes data compilations from which information can be obtained and translated, if necessary, by the respondent through detection devices in a reasonable usable form. If any document has been modified by the addition of notations or otherwise, or has been prepared in multiple copies which are not identical, each modified copy or unidentical copy is a separate document.
- l) "Enforcement Threshold" shall mean any arrearage under any individual contract, final non-appealable judgment or lien with the COUNTY that exceeds \$25,000 and has been delinquent for greater than 180 days.
- m) "HIPAA" shall mean Health Insurance Portability and Accountability Act of 1996.
- n) "Minority" shall mean a person that defines him or herself as coming from one of the following federally-defined racial/ethnic groups: Black/African American (including, but not limited to, Haitian), Hispanic, Native American, Native Hawaiian/Other Pacific Islander, more than one race, or other federally-defined minority group.
- o) "Non-federal entity" means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.
- p) "PIP" shall mean the Miami-Dade County Ryan White Program Performance Improvement Plan or Program.
- q) "Program Director" shall mean Program Director of Miami-Dade County's Office of Management and Budget-Grants Coordination/Ryan White Program (also known as the Assistant Director of the Office of Management and Budget-Grants Coordination, for Ryan White Program services), or the duly authorized representative designated to

manage or assist in management of this Agreement.

- r) "Program-eligible individuals", "persons", "service recipients", or "clients" shall mean individuals who meet the requirements of being Human Immunodeficiency Virus positive (i.e., HIV+), residing permanently in Miami-Dade County, and having a gross household income not to exceed the indicated Federal Poverty Level guideline per service category will be eligible for Part A Program-funded services; and minority clients who meet the aforementioned requirements will be eligible to receive Minority AIDS Initiative (MAI) Program-funded services.
- s) "Recipient" or "grantee" shall mean the COUNTY, which has received a grant award from HRSA and is responsible and accountable for the use of the funds provided and for the performance of the grant supported project or activity.
- t) "Scope of Services" shall mean the document attached hereto as Exhibit A, which references the work to be performed by the SUBRECIPIENT under this Agreement.
- u) "Service Delivery Information System" or "SDIS" shall mean the electronic data management system funded by the COUNTY's Ryan White Program to identify and track a client through the Ryan White Program system of care.
- v) "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- w) "Subcontractor" shall mean any person, entity, firm or corporation, other than the employees of the SUBRECIPIENT, who furnishes labor or materials, in connection with the work, whether directly or indirectly, on behalf or under the direction of the SUBRECIPIENT and whether or not in privity of Agreement with the SUBRECIPIENT.
- x) "Subrecipient" or "subgrantee" shall mean an entity that receives a subaward from a recipient or another subrecipient under an award of financial assistance and is accountable to the recipient (grantee) or other subrecipient for the use of the Federal funds provided by the subaward.
- y) "SUBRECIPIENT's Budget" shall mean the documents attached hereto as Exhibit B, as may be amended or revised during the contract period with written approval from the COUNTY, which details the allowable direct and indirect/administrative costs that will be funded by the Ryan White Part A and MAI, where applicable, Programs under this Agreement.
- z) "Term of the Agreement" shall mean the effective date of this Agreement, as specified in Article XIII, Section 13.1, of this Agreement.
- aa) "The United States Department of Health and Human Services", "DHHS", or "HRSA" shall mean the Department, its agents, employees, and instrumentalities, including but not limited to the Health Resources and Services Administration (HRSA).

- bb) "Whistleblowing" shall mean making a disclosure that the employee of a contractor, subcontractor, grantee, subgrantee/subrecipient reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).
- cc) "Work", "Services", "Program", "Project", or "Scope of Services" shall mean all matters and things required to be done by the SUBRECIPIENT in accordance with the provisions of this Agreement.

Article II
Responsibilities of the SUBRECIPIENT

- 2.1 The SUBRECIPIENT, by and through its agents, assigned representatives and Subcontractors agrees:
- A. To provide the planned or proposed services described in the SUBRECIPIENT's Scope of Service(s) (Exhibit A) and the SUBRECIPIENT's Budget(s) (Exhibit B), which are hereby incorporated as part of this Agreement. Information included in Exhibits A and B of this Agreement will be based upon the SUBRECIPIENT's response to a corresponding Request for Proposals (RFP), including program description, approved line item budget, narrative budget justification and price form(s) or, where applicable, a price list or acknowledgment. The COUNTY reserves the right to adjust the proposed Scope of Service(s) and budget(s) to conform to established, current Ryan White Program requirements, standards, and limitations for the term of this Agreement.
 - B. Where applicable throughout this Agreement and its corresponding exhibits, services designated as Part A services shall be provided to low-income, program-eligible persons living with HIV or AIDS who permanently reside in Miami-Dade County as further defined in Article VII, Section 7.1, Exhibit A, and Exhibit B of this Agreement. In addition to the before-mentioned residency requirement, services designated as MAI services shall only be provided to program-eligible minority persons living with HIV or AIDS as further defined in Exhibits A and B of this Agreement. Part A services and expenditures must be tracked separately from MAI services and expenditures.

The goal of MAI-funded activities is to achieve viral load suppression for clients who self-identify as a member of a HRSA-defined racial/ethnic community. MAI-funded subrecipients will provide services under this Agreement to improve HIV-related health outcomes for these minority clients by implementing strategies to reduce racial and ethnic health disparities.
 - C. To adhere to the schedule of hours of the day and week during which services shall be provided/available, as listed in the attached Scope of Service(s) (Exhibit A), unless modified by written agreement with the COUNTY.

EXHIBIT A

- D. If applicable, to submit to the COUNTY within thirty (30) calendar days of Agreement execution, a Certificate of Status dated within the calendar year of the contract in the name of the SUBRECIPIENT which certifies the following: that the SUBRECIPIENT is organized under the laws of the State of Florida or authorized to conduct business in the State of Florida, the date of filing, that all fees and penalties have been paid, that the SUBRECIPIENT's most recent annual report has been filed with the Florida Department of State – Division of Corporations, that the status of the SUBRECIPIENT is active, and that the SUBRECIPIENT has not filed Articles of Dissolution or a Certificate of Withdrawal.
- E. If applicable, to require all licensed professionals, including those of any Subcontractor, to have appropriate training and experience in the field in which he/she practices and to abide by all applicable local, State and Federal laws, regulations, service and ethical standards consistent with those established for his/her profession and to possess all the required State of Florida licenses. Upon request from OMB-GC management, the SUBRECIPIENT shall submit to the COUNTY copies of all required licenses and shall notify the COUNTY of any changes in licensure, including but not limited to the failure to maintain the required State of Florida licenses as a result of termination, suspension or revocation, within ten (10) calendar days from the date said incident occurs. Ignorance on the part of the SUBRECIPIENT of its obligations under this subsection shall in no way relieve the SUBRECIPIENT from any of its responsibilities in this regard. The SUBRECIPIENT's failure to maintain said licenses or to notify the COUNTY shall be grounds for termination of this Agreement as set forth in Article XIV.
- F. To make available the personnel identified by the SUBRECIPIENT in its response to the COUNTY's corresponding Request for Proposals for these services, or updated according to the attached Budget (Exhibit B), as may be amended, barring illness, accident, or other unforeseeable events of a similar nature. In such instances, qualified replacement personnel will be provided and the COUNTY will be notified in writing within thirty (30) calendar days of such replacement. Copies of all required licenses and proof of qualifications must be maintained in the employee's personnel record, or Subcontractor's file, for a period of five (5) years from the expiration date of the corresponding Agreement, and made available to the COUNTY for review upon request. All personnel shall be considered to be, at all times, the sole employees of the SUBRECIPIENT under its sole direction.
- G. To provide optimal continuity of care to individual clients by assuring that services are provided by the same person whenever possible and, if not, by a qualified, and, if applicable, licensed replacement when necessary.
- H. To immediately post notices provided by the COUNTY regarding the activities of the Miami-Dade HIV/AIDS Partnership and the COUNTY.
- I. To keep detailed records of client visits, other encounters (e.g., telephone contacts, home visits, referrals, etc.), any other service provided, and staff time and effort involved; and to prepare and provide any and all reports that may be requested by the COUNTY, on a regular and "as needed" basis, for monitoring

EXHIBIT A

progress, performance, and compliance with this Agreement, compliance with applicable Miami-Dade County, State of Florida, and Federal requirements, and to document and verify reimbursement requests (i.e., billings, invoices, etc.) to the COUNTY. SUBRECIPIENT shall maintain sufficient records and adhere to the local Ryan White Program's comprehensive site visit monitoring process as may be amended, in accordance with Federal and local guidelines and requirements, such as the National Monitoring Standards for the Ryan White Program and the corresponding, local Ryan White Program Service Delivery Guidelines.

- J. To make available all books, records, and electronic files, including, but not limited to, scanned documents, as they relate to this Agreement, for inspection, review and audit by the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General or any of their duly authorized representatives, at their discretion. Unless the timeframe is extended by such authorized representative, access to client records and other program-related documents must be given to the COUNTY or any of their duly authorized representatives during regular business hours, with or without prior written notice, no later than three (3) business days after the request is made. An electronic file must be a true and accurate copy of the original document. In addition, all records pertaining to this Agreement shall be retained by the SUBRECIPIENT in proper order and confidential as required by HIPAA for at least five (5) years following the expiration of this Agreement, unless State of Florida laws or the COUNTY's record retention schedule require a lengthier retention period.
- K. To maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the COUNTY, and to provide all licensed and qualified personnel, equipment, and supplies required for the provision of services.
- L. To assign any proceeds to the COUNTY from any contract, including this Agreement, between the COUNTY, its agencies or instrumentalities and the SUBRECIPIENT or any firm, corporation, partnership or joint venture in which the SUBRECIPIENT has a controlling financial interest in order to secure repayment of any loan made to the SUBRECIPIENT by the COUNTY or for any reimbursements for services provided under this or any other Agreement for which the COUNTY discovers through its inspection, review or audit pursuant to Article II, Section 2.1 (I) and (J); Article VII, Sections 7.1 through 7.5; and Article VIII, Sections 8.1 through 8.3 was not reimbursable.
- M. If the SUBRECIPIENT will cause any part of the direct client services under this Agreement to be performed by a Subcontractor, the provisions of this Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the SUBRECIPIENT; and the SUBRECIPIENT will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the SUBRECIPIENT. The direct client services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the SUBRECIPIENT.

The SUBRECIPIENT, prior to implementing any subcontract for any portion of the direct client services funded under this Agreement, will state in writing to the COUNTY the name of the proposed Subcontractor, the portion of the services which the Subcontractor is to do, the place of business of such Subcontractor, the rate of pay, duration of any subcontractor agreement, and other such information as the COUNTY may require. Proposed subcontract agreements submitted to the COUNTY for review and consent will also include causes and remedies for suspension or termination of the Agreement, HIPAA and other confidentiality requirements, and the requirement for the Subcontractor to abide by the same terms and conditions included in this prime Agreement between the SUBRECIPIENT and the COUNTY. The COUNTY will have the right to require the SUBRECIPIENT not to award any subcontract to a person, firm or corporation for whom the COUNTY does not provide its consent under this Agreement. SUBRECIPIENT is not and will not be authorized to subcontract with a for-profit company.

Before entering into any subcontract hereunder, the SUBRECIPIENT will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such Subcontractor will strictly comply with the requirements of this Agreement.

In order to qualify as a Subcontractor satisfactory to the COUNTY, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the COUNTY that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the COUNTY that it has satisfactorily performed services of the same general type as those which are required to be performed under this Agreement.

The COUNTY shall have the right to withdraw its consent to a subcontract if it appears to the COUNTY that the subcontract will delay, prevent, or otherwise impair the performance of the SUBRECIPIENT's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the clients served as well as the COUNTY's proprietary and confidential information. SUBRECIPIENT shall furnish to the COUNTY copies of all subcontracts between SUBRECIPIENT and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the COUNTY permitting the COUNTY to request completion of performance by the Subcontractor of its obligations under the subcontract; and in the event the COUNTY finds the SUBRECIPIENT in breach of its obligations, the option of the COUNTY to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the COUNTY to any Subcontractor hereunder as more fully described herein.

If this Agreement involves the expenditure of \$100,000 or more by the SUBRECIPIENT and the SUBRECIPIENT intends to use Subcontractor(s) to provide the service(s) listed in the Scope of Services (Exhibit A) or suppliers to supply the materials, the SUBRECIPIENT shall provide the name(s) of the

EXHIBIT A

Subcontractor(s) and supplier(s) on the form in Exhibit C, titled "Attachment C.1, Provider's Disclosure of Subcontractors and Suppliers." SUBRECIPIENT agrees that it will not change or substitute Subcontractors or Suppliers from those listed in Attachment C.1 without prior written approval of the COUNTY. If this Agreement is for \$100,000 or more and the SUBRECIPIENT will not utilize Subcontractors, then the SUBRECIPIENT must also submit Attachment C.1 and state where appropriate that "no Subcontractors will be used." Additionally, the COUNTY reserves the right to request from the SUBRECIPIENT a line item budget and narrative budget justification for each Subcontractor under this Agreement in the same format as Exhibit B attached herewith.

Furthermore, in accordance with Section 2-8.1 (f) of the Miami-Dade County Code, ISD Form 7 – Subcontractor/Supplier Listing, attached herewith as Exhibit C, Attachment C.2, must be submitted as a condition of award by all bidders/respondents on COUNTY contracts for purchase of supplies, materials or services, including professional services, which involve expenditures of \$100,000 or more. The SUBRECIPIENT who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the COUNTY. The SUBRECIPIENT should enter the word "NONE" under the appropriate heading of ISD Form 7 – Subcontractor/Supplier Listing if no subcontractors or suppliers will be used on the contract and sign the form where indicated.

On Attachment C.2, in accordance with Ordinance No. 11-90, SUBRECIPIENT whose contract involves the expenditure of \$100,000 or more shall also report the race, gender, and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the SUBRECIPIENT demonstrates to the COUNTY prior to award that the race, gender, and ethnic information is not reasonably available at that time, the SUBRECIPIENT shall be obligated to exercise diligent efforts to obtain that information and provide the same to the COUNTY not later than ten (10) calendar days after it becomes available and, in any event, prior to final payment under the contract.

- N. Not to discriminate on the basis of race, religion, color, national origin, ancestry, gender, familial status, marital status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, pregnancy, age, ancestry, national origin, disability, veteran status, or if a housing provider, source of income, in regard to obligations, work, and services performed under the terms of this Agreement, and to comply with all applicable State, Federal, and Miami-Dade County laws, regulations, and orders relating to non-discrimination. In order to serve persons most in need and to comply with Federal law, services must be widely accessible. The DHHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Services must be widely accessible. For more information, please see: <http://www.hhs.gov/civil-rights/index.html>.

Pursuant to DHHS' directives, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat

EXHIBIT A

same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. For purposes of this Agreement, "same-sex spouses," means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. The term "same-sex marriages" means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. The term "marriage" excludes registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

- O. To comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60-1, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. For more information, please see: <http://www.dol.gov/ofccp/regs/statutes/eo11246.htm>.

The SUBRECIPIENT must also comply with the U.S. Equal Employment Opportunity Commission (EEOC) publication titled, "What You Should Know About HIV/AIDS and Employment Discrimination." This publication may be obtained at the following webpage: http://eeoc.gov/eeoc/newsroom/wysk/hiv_aids_discrimination.cfm.

The SUBRECIPIENT must also comply with the following EEOC publications, "Living with HIV Infection: Your Legal Rights in the Workplace under the ADA", which can be found at http://eeoc.gov/eeoc/publications/hiv_individual.cfm, and "Helping Patients with HIV Infection who Need Accommodations at Work," which can be found at http://eeoc.gov/eeoc/publications/hiv_doctors.cfm.

- P. To comply with all Federal laws particularly applicable to language access or Limited English Proficiency (LEP) access, including but not limited to Title VI of the Civil Rights Act of 1964, (42 USC § 2000d, et seq.) and the Title VI regulations (45 CFR part 80), prohibiting discrimination based on national origin, and Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency", signed on August 11, 2000. Executive Order 13166 requires the SUBRECIPIENT receiving Federal financial assistance to take steps to ensure that clients with limited English proficiency can meaningfully access health and social services. The provision of language assistance should provide for effective communication between the SUBRECIPIENT and the person with limited English proficiency to facilitate participation in, and meaningful access to, core medical and support services. The guidance for Executive Order 13166 may be obtained at the following website: <http://www.lep.gov/13166/eo13166.html>.

The SUBRECIPIENT should also become familiar with DHHS' revised "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against

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National Origin Discrimination Affecting Limited English Proficient Persons." The guidance may be obtained at the following website:

<http://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html>.

- Q. To comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 USC §§ 1251-1387), as amended (applies to contract awards in excess of \$150,000). Violations must be reported to the Federal awarding agency (i.e., HRSA) and the Regional Office of the Environmental Protection Agency (EPA).
- R. To comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC § 6201, et seq.).
- S. To comply with the Byrd Anti-Lobbying Amendment (31 USC § 1352) (applies to contract awards in excess of \$100,000.00). The SUBRECIPIENT shall certify to the COUNTY it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352. The SUBRECIPIENT shall also disclose to the COUNTY any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The SUBRECIPIENT further agrees to comply with the requirement of such legislation to furnish a disclosure (OMB Standard Form LLQ) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with a Federal contract, grant, loan, or cooperative agreement, which payment would be prohibited if made from Federal appropriated funds. The provisions of this subsection are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply. In the event SUBRECIPIENT has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, SUBRECIPIENT shall promptly bring such information to the attention of the COUNTY's Program Director. SUBRECIPIENT shall thereafter cooperate with the COUNTY's review and investigation of such information, and comply with the instructions SUBRECIPIENT receives from the Program Director in regard to remedying the situation.
- T. To comply with the terms and conditions of the Miami-Dade County Vendor Affidavits (Exhibit C, Attachment A, of this Agreement) and the State Public Entities Crime Affidavit (Exhibit C, Attachment B, of this Agreement).
- U. To comply with the Miami-Dade County Ordinance 99-5, Domestic Violence Leave Ordinance, codified as § 11A-60 et seq. of the Code of Miami-Dade

County, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the SUBRECIPIENT.

- V. To comply with all the requirements of the Americans with Disabilities Act (ADA), of 1990 (and related Acts), including but not limited to Title II and Title III of the ADA, Section 504 of the Rehabilitation Act of 1973, Section 760.50 of the Florida Statutes, and all other applicable Federal, State and local laws (including Miami-Dade County Resolution No. R-385-95), regulations, and Executive Orders. In this regard, the SUBRECIPIENT shall not deny any individual the opportunity to participate in or benefit from federally-funded programs, services, or other benefits associated with or funded by this Agreement; deny any individual access to programs, services, benefits or opportunities to participate as a result of physical barriers; or deny and individual employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified. The SUBRECIPIENT shall provide program accessibility and effective communication for service recipients and employees. The SUBRECIPIENT shall also post a notice informing service recipients and employees that they can file any complaints of ADA Title II or Title III violations directly with the U.S. Department of Justice, 950 Pennsylvania Avenue, NW, Civil Rights Division, Disability Rights Section – 1425 NYAV, Washington, D.C. 20530, within 180 calendar days of the date of discrimination. An ADA complaint may also be filed by sending an ADA complaint electronically through the following web page: <http://www.ada.gov/complaint/>. ADA complaints may also be faxed to (202) 307-1197. Questions about filing an ADA complaint may be answered at www.ada.gov/filing_complaint.htm or by calling 1-800-514-0301 (voice) or 1-800-514-0383 (TTY).

A copy of such complaint must also be filed with Daniel T. Wall, Assistant Director, Miami-Dade County Office of Management and Budget-Grants Coordination/Ryan White Program, 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128. A Disability Non-Discrimination Affidavit (located in Exhibit C, Attachment A, page 2, of this Agreement) must be completed and on file with the COUNTY prior to contract execution. The SUBRECIPIENT must be in full compliance with the laws referenced within the affidavit. The SUBRECIPIENT's failure to comply with this provision constitutes a breach of this Agreement and the COUNTY may avail itself of any of the remedies set forth in Article XVII of this Agreement.

- W. To establish and implement policies and procedures that ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information as referenced in this subsection and in Article II, Section 2.1 (X) of this Agreement. The SUBRECIPIENT's policies and procedures must ensure that:

- (1) There is a controlled and secure area for storing and maintaining active confidential information and files, including, but not limited to, client charts and medical records (hard copy and electronic);

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- (2) Confidential records are not removed from the SUBRECIPIENT's premises, unless otherwise authorized by law or upon written consent from the COUNTY;
- (3) Access to confidential information is restricted to authorized personnel of the SUBRECIPIENT, the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, or the United States Office of the Inspector General, or any of their duly authorized representatives;
- (4) Records are not left unattended in areas accessible to unauthorized individuals;
- (5) Access to electronic data is controlled;
- (6) Written authorization, signed by the client, is obtained for release of copies of client records or information unless otherwise compelled by law. Original documents must remain on file at the originating provider site;
- (7) Requests by clients to view their personal charts or medical records must be honored within two (2) business days and must be reviewed in the presence of an authorized staff person;
- (8) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of applicable confidentiality laws, regulations, and policies;
- (9) Client identifying information (i.e., client's name, address, social security number, telephone numbers, medical record number, health plan beneficiary numbers, certificate of license numbers, photographic identification, email address, biometric identifiers, and account numbers) is not transmitted to the COUNTY, via written correspondence, electronic mail, or facsimile, unless the COUNTY has specifically requested in writing such information from the SUBRECIPIENT. Similarly, the SUBRECIPIENT may only share client identifying information with other authorized entities if the client has specifically given in writing the SUBRECIPIENT permission to do so or unless otherwise compelled by law. SUBRECIPIENT may communicate with the COUNTY regarding the client by referencing the client's CIS number;
- (10) Security policies and procedures limiting access to confidential modem numbers, passwords, and electronic files and medical records related to the Ryan White Program Service Delivery Information System (SDIS) are established; and
- (11) Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

X. To comply with the requirements set forth in Section 381.004 of the Florida Statutes, as amended, which governs the confidentiality of medical records related to a client's HIV status. Notwithstanding these obligations, where State laws do not prevail, SUBRECIPIENT further agrees to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Any person or entity that performs or assists the COUNTY with a function or activity involving the use or disclosure of Individually Identifiable Health Information (IIHI) or Protected Health Information (PHI) shall comply with the HIPAA and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards include, but are not limited to:

- (1) Use of information only for performance of this Agreement or as required by law;
- (2) Use of appropriate safeguards to prevent non-permitted disclosures;
- (3) Reporting to the COUNTY of any non-permitted use or disclosure;
- (4) Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the SUBRECIPIENT and reasonable assurances that IIHI/PHI will be held confidential;
- (5) Making PHI available to the client for review and amendment; and incorporating any amendments requested by the client in a timely manner;
- (6) Making PHI available to the COUNTY, the United States Department of Health and Human Services, United States Comptroller General, or the United States Office of the Inspector General for an accounting of disclosures; and
- (7) Making internal practices, books and records related to PHI available to the COUNTY or its designee or agent, the United States Department of Health and Human Services, the United States Comptroller General, or the United States Office of the Inspector General for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records or electronic transfer of data). The SUBRECIPIENT must give its clients written notice of its privacy information practices, including, specifically, a description of the types of uses and disclosures that would be made with Protected Health Information and must post and distribute the COUNTY's Notice of Privacy Practices to Ryan White Program Part A and MAI clients.

Y. To release, as prescribed by the laws of the State of Florida, a copy of a client's records within ten (10) business days from receipt of a written request from the client or his legal representative.

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- Z. To provide a trilingual (English, Spanish, and Creole) Client Rights and Responsibilities Statement that is reviewed, signed, and dated by each client receiving Ryan White Program-funded services. A copy of the signed Client Rights and Responsibilities Statement must be maintained in the client's chart.
- AA. To participate in the Ryan White Program Performance Improvement and Quality Management Program as developed by the COUNTY and the Miami-Dade HIV/AIDS Partnership, as further detailed in Article IV, Sections 4.3 and 4.5, with the ultimate goals of improving the health status of program-eligible HIV+ clients, of establishing a systematic approach to quality assessment and performance improvement, of meeting HRSA's requirements for measuring and influencing quality of care and client health outcomes, and for establishing methods of maintaining and improving quality in service delivery. Through its own internal performance improvement and quality management activities, the SUBRECIPIENT shall be expected to identify problems in service delivery and business operations that may impact the health status of program-eligible HIV+ clients served under this Agreement.
- BB. To cooperate in the quality management audit process that includes periodic record reviews, as a part of the COUNTY's Performance Improvement Plan for Ryan White Program-funded services. The SUBRECIPIENT is required to respond in writing within ten (10) business days, or other reasonable time frame specified in writing by the COUNTY or its quality management program, of notification of related audit or review findings with a plan of corrective action, if required. The majority of an audit shall be conducted onsite to the extent possible; while portions of the audit (e.g., review of policies and procedures) may be completed as a desk audit. The SUBRECIPIENT is also required to participate in additional quality management activities such as technical assistance or training to address any deficiencies identified during the review or audit process. The SUBRECIPIENT will also collaborate with the COUNTY and the Miami-Dade HIV/AIDS Partnership in the development of outcome measures for applicable service categories.
- CC. To participate in on-going technical assistance meetings, provider forums, and training workshops offered by the COUNTY or other authorized individuals with the purpose of enhancing service delivery and the effectiveness of services provided under this Agreement.
- DD. To establish, document, and maintain appropriate and on-going referral and linkage agreements with Ryan White Program and non-Ryan White Program-funded subrecipients, service providers, and key points of entry to the system of care for persons living with HIV disease, including, but not limited to, outpatient medical care and medical case management providers, Florida Department of Health in Miami-Dade County - Sexually Transmitted Disease (STD) clinics, State-licensed HIV counseling and testing sites, hospitals/emergency room departments, hospital discharge clinics/departments, substance abuse treatment providers/programs, mental health clinics/programs, adult and juvenile detention centers, jail and/or correctional facilities, including, but not limited to, re-entry programs, homeless shelters, detoxification centers, and Federally Qualified Health Centers (FQHCs).

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- EE. To notify clients and the COUNTY in writing within ten (10) business days prior to anticipated change(s) to service program(s) described in the Scope of Service(s) (Exhibit A). Written notification must include the nature of the changes, actions taken by the SUBRECIPIENT toward implementation of the change(s), and the effective date. This provision includes, but is not limited to, change in service schedule, service location(s), or any other change to service operations that may have an impact on service delivery or client access to services funded under this Agreement.
- FF. To ensure that the SUBRECIPIENT's Board of Directors or Trustees are apprised of the programmatic, fiscal, and administrative obligations of the Ryan White Program, the Board of Directors or Trustees must pass a formal resolution authorizing execution of this Ryan White Program Professional Services Agreement with the COUNTY for Part A services, including MAI-funded services where applicable. Said resolution shall at a minimum list the name(s) of the Board's President, Vice President, and any other persons authorized to execute this Agreement on behalf of the SUBRECIPIENT, reference the service category(ies) and dollar amount(s) in the award, and include the phrase "as may be amended". A copy of this corporate resolution must be submitted to the COUNTY prior to contract execution. A copy of the Board of Directors' meeting minutes where this resolution was addressed and approved must also be submitted to the COUNTY prior to contract execution. In the event that such a resolution is not required by operation of law, then the SUBRECIPIENT must submit to the COUNTY a document evidencing who has the authority to execute this Agreement.
- GG. To adhere to the enhanced National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care, 2011, as defined by the U.S. Department of Health and Human Services, Office of Minority Health, as specified in the FY 2016 Ryan White Program Service Delivery Guidelines, incorporated herein by reference, as may be amended. Enhanced CLAS standards include: one "Principal" standard; three "Governance, Leadership, and Workforce" standards; four "Communication and Language Assistance" standards; and seven "Engagement, Continuous Improvement, and Accountability" standards. The enhanced CLAS standards can be found at the following web page: <https://www.thinkculturalhealth.hhs.gov/Content/clas.asp>.
- HH. To adhere to the measures in the Health Resources and Services Administration's "HIV/AIDS Bureau's (HAB) Revised Performance Measure Portfolio", as may be amended. This portfolio includes the following measures, where applicable and where adopted by the Miami-Dade HIV/AIDS Partnership, as well as any subsequent performance measures disseminated by HAB during this contract period: Core, All Ages, Adolescent/Adult, HIV-Infected Children, HIV-Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-Level. The HAB Performance Measures can be found at the following web page: <http://hab.hrsa.gov/deliverhivaidscares/habperformmeasures.html>.
- II. Awards under this Agreement are subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC § 7104), and its implementing regulations codified in 2 CFR part 175; which includes

provisions applicable to a recipient that is a private entity, provisions applicable to a recipient other than a private entity, and provisions applicable to any recipient. Additional information can be found at the following HRSA website: <http://www.hrsa.gov/grants/trafficking.html>.

- JJ. Disaster Plan/Continuity of Operations Plan (COOP). The SUBRECIPIENT shall develop and maintain an Agency Disaster Plan/COOP. At a minimum, the Plan will describe how the Provider establishes and maintains an effective response to emergencies and disasters, and must comply with any Emergency Management related Florida Statutes or COUNTY requirement applicable to the SUBRECIPIENT. Any revisions or updates to the previously submitted Disaster Plan/COOP must be submitted to the OMB-GC within sixty (60) calendar days of contract execution and is also subject to review and approval of the COUNTY in its sole discretion. The SUBRECIPIENT will review the Plan annually, revise it as needed, submit revised copies to the COUNTY, and maintain a written copy on file at the SUBRECIPIENT's site. The COOP and its updates are also subject to review by the COUNTY during monitoring site visits. If there are no changes to the COOP after the annual review, SUBRECIPIENT will notify the COUNTY of such in writing.
- KK. The SUBRECIPIENT agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity or gender expression, sexual orientation status as a victim of domestic violence, dating violence or stalking, or source of income, if applicable; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 USC § 6101 et seq., as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 USC § 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 USC § 12101 et seq., as amended, which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 USC § 5301, et. seq., as amended; and the Fair Housing Act, 42 USC § 3601 et seq. It is expressly understood that the SUBRECIPIENT must submit an affidavit (see Exhibit C, Attachment A, page 2, of this Agreement) attesting that to the best of the SUBRECIPIENT's knowledge it is not in violation of the Acts. If the SUBRECIPIENT or any owner, subsidiary, or other firm affiliated with or related to the SUBRECIPIENT is found by the responsible enforcement agency, the Courts or the COUNTY to be in violation of these acts, the COUNTY will conduct no further business with the SUBRECIPIENT.

Any contract entered into based upon a false affidavit shall be voidable by the COUNTY. If the SUBRECIPIENT violates any of the Acts during the term of any contract the SUBRECIPIENT has with the COUNTY, such contract shall be voidable by the COUNTY, even if the SUBRECIPIENT was not in violation at the time it submitted its affidavit.

Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the

SUBRECIPIENT.

- LL. Background Screening. Where applicable, the SUBRECIPIENT agrees to comply with all applicable State, Federal and local laws, regulations, ordinances and resolutions regarding background screening of employees and subcontractors. The SUBRECIPIENT's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the COUNTY.

The SUBRECIPIENT agrees to comply with all applicable laws (including, but not limited to, Chapters 39, 393, 394, 397, 402, 408, 409, 435, 984, and 985, Florida Statutes, as may be amended from time to time), regulations, ordinances and Resolutions, regarding background screening of those who may work with "vulnerable persons," as defined by section 435.02, Florida Statutes, as may be amended from time to time.

For purposes of this subsection LL, the following terms shall mean:

1. "Vulnerable person" means a minor as defined in s.1.01 or a vulnerable adult as defined in s.415.102 of the Florida Statutes.
2. "Minor" includes any person who has not attained the age of 18 years.
3. "Vulnerable adult" means a person 18 years of age or older whose ability to perform the normal activities of daily living or to provide for his or her own care or protection is impaired due to a mental, emotional, sensory, long-term physical, or developmental disability or dysfunction, or brain damage, or the infirmities of aging.

Additionally, and if applicable, SUBRECIPIENT shall comply with the Level 2 screening requirements set forth in Section 413.208, Florida Statutes.

In the event criminal background screenings are required by law, the State of Florida and/or the COUNTY, the SUBRECIPIENT will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement, or Federal Bureau of Investigation) to work in direct contact with vulnerable persons.

The SUBRECIPIENT agrees to ensure that employees and subcontracted personnel who will work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working with vulnerable persons. Upon request, primarily during monitoring site visits or at any time determined by the COUNTY, the SUBRECIPIENT shall furnish the COUNTY with proof that employees and subcontracted personnel who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the SUBRECIPIENT fails to furnish to the COUNTY upon request proof that an

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employee or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working with a vulnerable person, the COUNTY shall not disburse any further funds and this Agreement may be subject to termination at the sole discretion of the COUNTY.

- MM. To adhere to Consolidated Appropriations Act, 2016 (Public Law 114-113) enacted December 18, 2015, subject to annual changes, which limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements. As of the date of this Agreement, HRSA funds may not be used to pay the salary of an individual at a rate in excess of \$185,100 (the Executive Level II salary of the Federal Executive Pay scale). This salary limitation also applies to subawards/subcontracts for substantive work under a U.S. Department of Health Resources and Services Administration (HRSA) grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with institutional policy. The SUBRECIPIENT's award amount will not necessarily be recalculated to adjust for necessary reductions in salaries included in the proposal or line item budget. However, none of the funds in this award shall be used to pay the salary of an individual at a rate in excess of the salary limitation. It is important to note that an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements.
- NN. FIRST SOURCE HIRING REFERRAL PROGRAM ("FSHRP"), now known as CareerSource South Florida. Where applicable, pursuant to Section 2-2113 of the Code of Miami-Dade County and Miami-Dade County Implementing Order No. 3-58, for all contracts for goods and services, the SUBRECIPIENT, prior to hiring to fill each vacancy arising under a COUNTY contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the COUNTY to fill a minimum of fifty percent (50%) of its employment needs under the COUNTY contract through the SFWIB. If no suitable candidates can be employed after the Referral Period of three (3) to five (5) business days, the successful Bidder is free to fill its vacancies from other sources. Successful Bidders will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the non-compliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at www.careersourcesfl.com or by contacting the SFWIB (i.e., CareerSource of South Florida) at (305) 594-7615.
- OO. Where applicable, pursuant to Miami-Dade County Resolution No. R-478-12, Miami-Dade COUNTY is prohibited from contracting with any food program that uses meat products that contain "pink slime" – low-grade beef trimmings commonly added to ground beef. The COUNTY took that action in response to customer concerns regarding possible health risks by urging its food distribution

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SUBRECIPIENTS and meal SUBRECIPIENTS, including those who are Ryan White Program-funded, to immediately discontinue using meat products that contain those low grade beef trimmings. SUBRECIPIENT must confirm that they are not using "pink slime" in the food or meals that they distribute prior to contract execution. An electronic copy of Resolution No. R-478-12 may be obtained at the following website:

<http://www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2012/120798min.pdf>.

- PP. If applicable, the use of grant funds for incentives in the form of gift cards to participants must be submitted as a Prior Approval request to the COUNTY. The COUNTY will subsequently be required to submit a Prior Approval request to HRSA through the Electronic Handbook. Gift cards may not be in the form of a pre-paid credit card. The following restriction applies: Recipients of gift card incentives must sign a statement acknowledging and agreeing to the purpose(s) of and restrictions on the incentive. Unallowable uses include, but are not limited to, the purchase of alcohol, tobacco, illegal drugs, or firearms. Gift cards may not be redeemed for cash.
- QQ. Pursuant to Section 119.0701, Florida Statutes, the SUBRECIPIENT shall:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service;
 - (b) Upon request from the COUNTY'S custodian of public records identified herein, provide the COUNTY with a copy of the requested records or allow the public with access to the public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the services under this Agreement if the SUBRECIPIENT does not transfer the records to the COUNTY; and
 - (d) Meet all requirements for retaining public records and transfer to the COUNTY, at no COUNTY cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the SUBRECIPIENT upon termination of this Agreement. Upon termination of this Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the COUNTY.

In addition to penalties set for in Section 119.10, Florida Statutes, for the failure of the SUBRECIPIENT to comply with Section 119.0701, Florida Statutes, and this Article II, Section 2.1 (QQ) of this Agreement, the COUNTY shall avail itself of the remedies set forth in Article XV and Article XVII of this Agreement.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Miami-Dade County
Office of Management and Budget-Grants Coordination
Ryan White Program
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Carla Valle Schwenk
Email: CVALLE@miamidade.gov

RR. To adhere to 41 USC § 4712, Pilot Program for Enhancement of Employee Whistleblower Protection, which applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. This program requires all grantees, their subgrantees, and subcontractors to:

- 1) Inform their employees working on any federal award [that] they are subject to the whistleblower rights and remedies of the pilot program;
- 2) Inform their employees in writing of employee whistleblower protections under 41 USC § 4712 in the predominant native language of the workforce; and,
- 3) Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

This statute (41 USC § 4712) states that an "employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition,

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whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Furthermore, awards issued under HRSA Funding Opportunity Announcements are subject to the requirements of 48 CFR § 3.908 et seq. A standard term and condition of award requires that grantees inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712 in the predominant native language of the workforce. (Regarding 48 CFR § 3.908 et seq., note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition, should read as "grant," "grantee," "subgrant," or "subgrantee."). The details of 41 USC § 4712 can be found at <http://uscode.house.gov/browse.xhtml>.

SS. Smoke-Free Workplace. To understand that Public Health Service strongly encourages all award recipients and subrecipients to provide a smoke-free workplace and to promote the non-use of all tobacco products. Further, the Pro-Children Act of 1994 (20 USC § 6081 et seq.) and its implementing regulations (48 CFR § 352.237-70), prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children.

TT. To comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as required by 45 CFR § 75.335, Appendix II, 45 CFR § 75.331, and 40 CFR part 247. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247. These guidelines apply to the SUBRECIPIENT and to all its procurement actions involving covered items under the regulations, where the SUBRECIPIENT purchases \$10,000 or more worth of one of the covered items during the course of a fiscal year, or where the cost of such items or of functionally equivalent items purchased during the preceding fiscal year was \$10,000 or more.

This guideline applies to Federal, State, and local agencies using appropriated Federal funds to procure designated items, and to persons contracting with any such agencies with respect to work performed under such contracts.

UU. If applicable, the SUBRECIPIENT must maintain "active" vendor status with Miami-Dade County's Internal Services Department, Procurement Management Division, as evidenced by the SUBRECIPIENT's submission of a vendor application package, to be updated as needed. Prior to contract and amendment execution, OMB-GC staff will obtain a screen print of the SUBRECIPIENT's "active" vendor status from the COUNTY's Financial Accounting and Management Information System (FAMIS) and Advanced Purchase Inventory Control System (ADPICS) for monitoring purchases of services and payment processing to vendors.

VV. To ensure that the SUBRECIPIENT's Board of Directors or Board of Trustees through its audit and compliance committee, or committee of similar responsibility, is apprised of any site visit monitoring reports or record reviews relating to this Agreement prepared by the County or its authorized

representative. Through the official minutes of its appropriate committee meetings or through an official certification from the Board Secretary or Secretary of the Trustees, the SUBRECIPIENT must maintain documentation and provide the COUNTY with proof that it has been sharing the results of all COUNTY monitoring reports with the Board members. Meeting minutes must include the date on which the committee met, a copy of the corresponding meeting agenda, and an attestation that quorum was achieved at the committee meeting. Such meeting minutes may be redacted to show only those portions or actions relating to this Agreement and COUNTY monitoring reports.

- WW. To abide by generally accepted financial management principles, including the requirement of the signature of two persons within the organization on all checks disbursing organizational funds, as required by Miami-Dade County Administrative Order 3-15. More detail regarding this requirement can be found at: www.miamidade.gov/aopdfdoc/aopdf/pdf/AO3-15.pdf.
- XX. To comply with the requirements of 45 CFR § 75.213, as may be amended, which includes regulations that restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Compliance includes that lower-tier participants (i.e., subcontractors) of covered transactions are not debarred, suspended or otherwise excluded from or ineligible for participations in Federal assistance programs or activities. In order to check if a person is excluded under these regulations, SUBRECIPIENT must check the U.S. Government's System for Award Management Exclusions (SAM Exclusions) at <https://www.sam.gov/portal/SAM/#1>.

Article III
Authority of the County's Program Director
(of the Office of Management and Budget-Grants Coordination)

- 3.1 The SUBRECIPIENT hereby acknowledges that the COUNTY's Program Director will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Agreement; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal or Agreement; questions as to the interpretation of the Scope of Service(s); and claims for damages, compensation and losses.
- 3.2 The SUBRECIPIENT shall be bound by all determinations or orders and shall promptly comply with every order of the Program Director or designated representative, including the withdrawal or modification of any previous order and regardless of whether the SUBRECIPIENT agrees with the Program Director's determination or order. Where orders are given orally, they will be issued in writing by the Program Director, or designated representative, as soon thereafter as is practicable.
- 3.3 The SUBRECIPIENT must, in the final instance, seek to resolve every difference concerning the Agreement with the Program Director. In the event that the SUBRECIPIENT and the Program Director are unable to resolve their difference, the

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SUBRECIPIENT may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- 3.4 In the event of such dispute, the parties to this Agreement authorize the Miami-Dade County Mayor or the Mayor's designee, who may not be the Program Director or anyone associated with this Program, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Miami-Dade County Mayor or the Mayor's designee's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Miami-Dade County Mayor or the Mayor's designee within ten (10) business days of the occurrence, event or act out of which the dispute arises.
- 3.5 The Miami-Dade County Mayor or the Mayor's designee may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether SUBRECIPIENT's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Miami-Dade County Mayor or the Mayor's designee participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the SUBRECIPIENT to the Miami-Dade County Mayor or the Mayor's designee for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the Miami-Dade County Mayor or the Mayor's designee is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The Miami-Dade County Mayor or the Mayor's designee, as appropriate, shall render a decision in writing and deliver a copy of the same to the SUBRECIPIENT. Except as such remedies may be limited or waived elsewhere in the Agreement, SUBRECIPIENT reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

Article IV **Responsibilities of the County**

The COUNTY agrees:

- 4.1 To monitor the operations of the SUBRECIPIENT, according to Federal and local guidelines and requirements, in order to determine compliance with the terms and conditions of this Agreement, and to report the findings to the SUBRECIPIENT and, if appropriate, to the Miami-Dade County Board of County Commissioners or Commission Auditor.
- 4.2 To establish a quality management program to assess the extent to which HIV healthcare services provided to clients under this Agreement are consistent with the

most recent Public Health Service (PHS) guidelines and the measures in the Health Resources and Services Administration's "HIV/AIDS Bureau's (HAB) Revised Performance Measure Portfolio", as may be amended. This portfolio includes the following measures, where applicable and where adopted by the Miami-Dade HIV/AIDS Partnership, as well as any subsequent performance measures disseminated by HAB during this contract period: Core, All Ages, Adolescent/Adult, HIV-Infected Children, HIV-Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-Level. The COUNTY will also develop strategies for ensuring that the provision of Ryan White Program services are consistent with the PHS guidelines for improving access to and quality of health services.

- 4.3 To adhere to the legislative requirement to establish a clinical quality management program as outlined in HRSA Policy Clarification Notice No. 15-02 (<http://hab.hrsa.gov/manageyourgrant/clinicalqualitymanagementpcn.pdf>). To develop and implement the Ryan White Program Performance Improvement Plan (PIP) and Quality Management Program to ensure that program-eligible clients have equitable access to high quality care, to improve client health outcomes, to maximize collaboration of stakeholders [Miami-Dade County Office of Management and Budget-Grants Coordination, the Miami-Dade HIV/AIDS Partnership, subrecipients, Behavioral Science Research Corporation, Automated Case Management Systems, Inc., the Performance Improvement Advisory Team (PIAT), and the Florida Department of Health in Miami-Dade County] to maximize coordination of services, to ensure high quality customer service, and to ensure compliance with local, State, and Federal mandates.
- 4.4 To ensure that demographic, clinical, and primary medical care utilization information reported by the SUBRECIPIENT is used to monitor HIV-related illnesses and trends in the local epidemic.
- 4.5 To monitor the SUBRECIPIENT's compliance with standards for clinical services and the supportive services that link clients with outpatient medical care, if applicable under this Agreement. At a minimum, the COUNTY will demonstrate that Ryan White Program Part A and MAI-funded outpatient medical care and supportive service provision is consistent with PHS treatment guidelines for adults, adolescents, pediatrics, perinatal exposure, non-occupational exposure, primary medical care worker exposure, opportunistic infections, and tuberculosis. In addition, the COUNTY will monitor Ryan White Program Part A and MAI-funded providers' compliance with the measures included in the Health Resources and Services Administration's "HIV/AIDS Bureau's (HAB) Revised Performance Measure Portfolio" ("Portfolio"), as may be amended. This Portfolio includes the following measures, where applicable and where adopted by the Miami-Dade HIV/AIDS Partnership, as well as any subsequent performance measures disseminated by HAB during this contract period: Core, All Ages, Adolescent/Adult, HIV-Infected Children, HIV-Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-Level.
- 4.6 To exchange SUBRECIPIENT contract information, service utilization data, reimbursement information, and performance reports with other funding sources that the SUBRECIPIENT is contractually engaged with, in order to eliminate unnecessary duplication of services and billing.

- 4.7 To maintain client confidentiality in accordance with applicable State and Federal laws, including but not limited to the protection of said client confidentiality, IIHI, or PHI as required by HIPAA.
- 4.8 To ensure that every subaward is clearly identified to the subrecipient (i.e., SUBRECIPIENT) as a subaward and includes relevant information at the time of the subaward, as may be amended, pursuant to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (Uniform Guidance), 45 CFR § 75.352, as may be amended. Accordingly, the subaward related to this Agreement is further identified in Exhibit C, Attachment G, Federal Subaward Notification, of this Agreement, as may be amended.
- 4.9 To evaluate each subrecipient's (SUBRECIPIENT) risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of 45 CFR § 75.352 of the Uniform Guidance, as may be amended.
- 4.10 To conduct due diligence reviews of key staff on SUBRECIPIENT's budget, in compliance with the requirements of 45 CFR § 75.213, as may be amended. Such review will enforce related regulations that restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The COUNTY will verify that each key staff member listed on the SUBRECIPIENT's budget under this Agreement are not found on the U.S. Government's System for Award Management Exclusions (SAM Exclusions) list at <https://www.sam.gov/portal/SAM/#1>.

Article V **Joint Responsibilities**

- 5.1 Both Parties agree that the confidentiality of the clients served by the SUBRECIPIENT under this Agreement shall be strictly observed, as required by State and Federal laws, including but not limited to HIPAA, in any reporting, auditing, invoicing, program monitoring, evaluation, or communication provided; however, that this provision shall be construed as a standard of conduct and not as a limitation upon the right to conduct the foregoing activities.
- 5.2 Given the increase in the collection and use of client level data, and risks to data security and personally identifiable information, the COUNTY and the SUBRECIPIENT have a joint responsibility to fully comply with the "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule) set forth in 45 CFR part 160 and subparts A and E of 45 CFR part 164 and with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 USC § 1320d *et seq.*, including the requirement to report data breaches to the Office for Civil Rights (OCR).

The Privacy Rule which implemented the HIPAA, requires that certain health care providers maintain patient confidentiality and other patient rights. The Privacy Rule is administered and enforced by the Department of Health and Human Services' (HHS) OCR and is codified at 45 CFR parts 160 and 164. The Privacy Rule applies to "covered entities," as defined by the rule, which include health plans and most health care providers, including most recipients of Ryan White HIV/AIDS Program funding. (see

https://careacttarget.org/sites/default/files/file-upload/resources/ProtectingHealthInfo_2004.pdf)

The OCR web site (<http://www.hhs.gov/ocr/privacy/>) provides information on the Privacy Rule, including the complete text of the regulation and a set of decision tools for determining whether a particular entity is subject to the rule. More resources about health information privacy related to public health and the disclosure of protected health information is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html>; and

<http://www.hhs.gov/hipaa/for-professionals/special-topics/public-health/index.html>.

Additional information can be found at the TARGET Center website (<https://careacttarget.org/sites/default/files/supporting-files/DataSecurity.pdf>), under the module titled, "Ensuring the Security of Your Clients' Data".

- 5.3 In accordance with 45 CFR § 75.351, et seq., the COUNTY must monitor the activities of the SUBRECIPIENT as necessary to ensure that the subaward is used for authorized purposes and in compliance with applicable laws, Ryan White Program legislative requirements, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. The COUNTY must also ensure that the SUBRECIPIENT tracks, appropriately uses, and reports program income generated by the subaward. Both Parties agree that each will adhere to the HRSA/HAB Division of Service Systems Monitoring Standards for Ryan White Part A Grantees; including all applicable Programmatic, Fiscal, and Universal Monitoring Standards, as may be amended. Documentation to support services provided, allowable costs, and program expenditures will be maintained by the respective Parties. The COUNTY will conduct annual site visits of the SUBRECIPIENT to monitor adherence to these standards; at a date and time to be determined by the COUNTY's Office of Management and Budget-Grants Coordination. Notwithstanding the foregoing, the COUNTY may make unannounced, on-site visits during normal working hours to the SUBRECIPIENT's headquarters and/or any location or site where the services contracted for are performed. SUBRECIPIENT will also keep its Board of Directors or Board of Trustees apprised of monitoring visit reports as detailed in Article II, Section 2.1 (V V), of this Agreement.

Article VI

Requirements Related to Use of Ryan White Part A and MAI Program Funds

- 6.1 The SUBRECIPIENT agrees to comply with applicable provisions of Federal, State and COUNTY laws, regulations and rules. All references to OMB Circulars for the administration and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR part 200 as codified by HHS at 45 CFR part 75. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR part 75, also known as, the Uniform Guidance), as may be amended, can be found electronically on the U.S. Government Publishing Office (GPO) website (<http://www.ecfr.gov/cgi-bin/text-idx?SID=b33f664d62d65672c9aa74d4fe87d4c6&mc=true&node=pt45.1.75&rgn=div5>).

The guidance provides a streamlined government-wide framework for grants administration and management of HHS awards. Non-federal entities must use the Uniform Guidance Cost principles, 45 CFR part 75, Subpart E – Cost Principles, as may be amended, in order to determine the allowable costs of work performed under Federal awards.

Standards for Financial Management

The SUBRECIPIENT is also required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75, as may be amended. The financial systems must enable the recipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient to compare actual expenditures or outlays with the approved budget for the award.

HRSA funds must retain their award-specific identity—they **may not** be commingled with state funds or other Federal funds. (“Commingling funds” typically means depositing or recording funds in a general account without the ability to identify each specific source of funds for any expenditure.)

Reporting and Use of Program Income

The COUNTY and the SUBRECIPIENT are required to track and report all sources of service reimbursement as program income. All program income earned must be used to further the objectives of the Ryan White Program. For additional information, see HRSA Policy Clarification Notice No. 15-03 available online at: <http://hab.hrsa.gov/manageyourgrant/policiesletters.html>.

- 6.2 Uniform Guidance 45 CFR part 75 Subpart F – Audit Requirements regulations apply to the SUBRECIPIENT’s Fiscal Year End audits, as required under this Agreement. The audit requirements in 45 CFR § 75.501, as may be amended, stipulate that if the SUBRECIPIENT spends \$750,000 or more in Federal awards combined during the SUBRECIPIENT’s fiscal year then the SUBRECIPIENT must have a single or program-specific audit conducted for that year in accordance with the provisions in Subpart F. Pursuant to 45 CFR § 75.503 (e), as may be amended, a Federal agency or a pass-through entity (such as the COUNTY) may request for a program to be audited as a major program, however such requests must be made at least 180 calendar days prior to the end of the fiscal year to be audited. If the Federal awarding agency or a pass-through entity (such as the COUNTY) agrees to pay the full incremental cost, if any, associated with the program audited as a major program, then the auditee must have the program audited as a major program pursuant to this section.

A SUBRECIPIENT that expends less than \$750,000 in Federal awards during the SUBRECIPIENT’s fiscal year is exempt from this single audit or program-specific audit requirement, except as noted in 45 CFR § 75.503, as may be amended. However, records must be available for review or audit. If the SUBRECIPIENT that expends less than \$750,000 in Federal awards during its fiscal year has an audit completed for another funding source or for another purpose, a copy of that audit must be submitted to the COUNTY. Should the COUNTY require independent review from a SUBRECIPIENT

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that expends less than \$750,000 in Federal awards, a limited scope agreed-upon-procedure engagement will be paid for and arranged by the COUNTY, in accordance with 45 CFR § 75.425 of the cost principles applicable to non-federal entities.

Pursuant to Section 2-481 of the Miami-Dade County Code, the SUBRECIPIENT will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The SUBRECIPIENT agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

When applicable, the Fiscal Year End audit must be submitted to: Federal Audit Clearinghouse (FAC) Bureau of the Census, 1201 East 10th Street, Jefferson, IN 47132; phone: (310) 457-1551 or toll-free at (800) 253-0696; or electronically at <https://harvester.census.gov/facweb/default.aspx/>. Then applicable, required audit reports must be submitted to the FAC and the COUNTY within the earlier of thirty (30) calendar days after receipt of the auditor's report or nine (9) months after the end of the SUBRECIPIENT's Fiscal Year End date.

- 6.3 Where applicable, the SUBRECIPIENT agrees to comply with cost-effectiveness and reasonableness in prescription drug acquisition practices according to 42 CFR part 50, subpart E, and 45 CFR part 75, subpart E, as may be amended, regarding cost principles. If the SUBRECIPIENT is eligible to be a covered entity under section 340B of the Public Health Service Act, and the assessment shows that participating in the 340B Drug Pricing Program and its Prime Vendor Program is the most economical and reasonable manner of purchasing or reimbursing for covered outpatient prescription drugs (as defined in that section), failure to participate may result in a negative audit finding, cost disallowance, or grant funding offset. Consistent with DHHS guidance, HRSA recipients that purchase, are reimbursed, or provide reimbursement to other entities for prescription drugs are expected to secure the best prices available for such products and to maximize results for the grantee organization and its patients. Eligible health care organizations/covered entities that enroll in the 340B Program must comply with all 340B Program requirements and will be subject to audit regarding 340B Program compliance. Requirements of the 340B program, including eligibility, can be found at www.hrsa.gov/opa.
- 6.4 The SUBRECIPIENT agrees to abide by all of the requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009, and the Minority AIDS Initiative where applicable, as may be amended. Full text of the Ryan White Program legislation can be found at the following web page: <http://hab.hrsa.gov/about/hab/legislation.html>.
- 6.5 SUBRECIPIENT agrees to provide the COUNTY with the SUBRECIPIENT's Data Universal Numbering System (DUNS) number prior to contract execution. The Terms and Conditions of the Federal Grant Award to the COUNTY for Ryan White Program services state that no entity may receive a subaward unless the subrecipient (i.e., the SUBRECIPIENT) has provided its DUNS number to the recipient of the award (i.e., the COUNTY). A DUNS number is a unique identifier for businesses. DUNS numbers are assigned and maintained by Dun & Bradstreet (D&B), are used for a variety of purposes, and are required for government contracting opportunities.

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In addition, the SUBRECIPIENT must be registered in the System for Award Management (SAM) (www.sam.gov). Additional information regarding this requirement can be found at the SAM web page under the "Help" tab, or by calling 1-866-606-8220. The SUBRECIPIENT's DUNS number can be obtained from Dun & Bradstreet, on-line at <http://fedgov.dnb.com/webform>. If necessary, a new DUNS number can be requested at <http://fedgov.dnb.com/webform/newReg.do>. The COUNTY must be notified within ten (10) business days of any change in the SUBRECIPIENT's DUNS number. Questions about the DUNS number should be directed to Dun & Bradstreet Customer Service at 1-866-705-5711, or by electronic mail to ccrhelp@dnb.com.

- 6.6 The SUBRECIPIENT agrees that funds received under this Agreement shall be utilized to supplement, not supplant, State and local HIV-related funding or in-kind resources made available in the grant period for which this Agreement is awarded to provide HIV-related services to program-eligible persons living with HIV or AIDS.
- 6.7 If a particular service is available under the State Medicaid Plan or Medicaid Waiver Program, the SUBRECIPIENT must enter into a participation agreement, if appropriate, and be qualified to receive payment under the State Medicaid Plan or Medicaid Waiver Program.
- 6.8 Where applicable, recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute 42 USC § 1320a-7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 USC § 1320 7b(b) Illegal remunerations, which states, in part, that whoever knowingly and willfully solicits or receives (or offers or pays) any remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind:

- A. In return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under a Federal health care program,

OR

- B. In return for purchasing, leasing, ordering, or arranging for or recommending purchasing, leasing, or ordering any good, facility, service, or item for which payment may be made in whole or in part under a Federal health care program,

shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five (5) years, or both.

- 6.9 Funds shall **not** be used to cover any of the following **unallowable costs**:

- A. Make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third party payer, for the item or service:
- (1) Under any State compensation program, insurance policy, or any Federal or State health benefits program; or

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- (2) By an entity that provides health services on a prepaid basis (except for a program administered by or providing the services of the Indian Health Services).
- B. Purchase or improve land, or to purchase, construct, or permanently improve any building or other facility (other than minor remodeling).
 - C. Make direct cash payments or offer cash incentives to recipients (clients) of core medical or support services. However, food, personal hygiene products, or transportation vouchers as applicable to services provided under this Agreement are allowable.
 - D. Provide inpatient or emergency room services.
 - E. Develop materials designed to promote or encourage intravenous drug use or sexual activity.
 - F. Purchase vehicles without written HRSA Division of Grants Management Operations (DGMO) approval.
 - G. Conduct non-targeted marketing promotions or advertising about HIV services that target the general public (e.g., poster campaigns for display on public transit, TV or radio public service announcements, etc.).
 - H. Conduct broad scope awareness activities about HIV services that target the general public, or conduct outreach activities that have HIV prevention education as their exclusive purpose, pursuant to HRSA Division of Service System's Program Policy No. 10-02; with additional information available at www.hab.hrsa.gov.
 - I. Influence or attempt to influence members of Congress and other Federal personnel. Further, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
 - J. Influence or attempt to influence members of the Miami-Dade County Board of County Commissioners, the Miami-Dade County Mayor, or any employee or personnel of Miami-Dade County.
 - K. Conduct foreign/international travel.
 - L. Syringe Services Programs, inclusive of syringe exchange, access, and disposal programs.
 - M. File any claims, suits, or actions, or seek damages and costs (including attorney's fees and court costs) against the COUNTY.
 - N. Alcoholic beverages, especially, but not limited to its use, as an entertainment expense.

- O. Entertainment costs such as the cost of amusements, social activities, and related incidental costs.
- P. Honoraria when the primary intent is to confer distinction on, or to symbolize respect, esteem, or admiration for, the recipient of the honorarium. However, a payment for services rendered, such as a speaker's fee under a conference grant, is allowable.
- Q. Recipients and subrecipients of federal funds are not allowed to use federal funding to lobby federal, state, or local officials or their staff to receive additional funding or influence legislation.
- R. Meal costs are generally unallowable except for the following:
 - (1) Subjects and patients under study.
 - (2) Where specifically approved as part of the project or program activity (e.g., in programs providing residential substance abuse treatment services).
 - (3) When an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement. However, this would not be a direct service cost.
 - (4) As part of a per diem or subsistence allowance provided in conjunction with allowable travel. Under a conference grant, when meals are a necessary and integral part of a conference, provided that meal costs are not duplicated in participants' per diem or subsistence allowances.
- S. Under HRSA Policy Clarification Notice No. 10-02, Ryan White Program funds also may not be used for the following:
 - (1) Purchase clothing;
 - (2) Employment or employment readiness services;
 - (3) Funeral or burial expenses;
 - (4) Property taxes; and
 - (5) Off-site social/recreational activities or gym memberships.
- T. Under the HRSA HIV/AIDS Bureau (HAB) December 2, 2010 Program Letter (<http://hab.hrsa.gov/manageyourgrant/pinspals/preexposureltr1012.pdf>), Ryan White Program funds also cannot pay for pre-exposure prophylaxis (PrEP) or non-occupational Post-Exposure Prophylaxis (nPEP) as the person using PrEP is not HIV infected and the person using nPEP is not diagnosed with HIV prior to the exposure and therefore are not eligible for Ryan White Program-funded services.

6.10 The SUBRECIPIENT shall:

- A. Participate in activities related to the development of a community-based continuum of care (i.e., HIV Care Continuum) encompassing the comprehensive range of services required by program-eligible persons living with HIV infection or their families, where applicable, in order to meet the HIV+ client's health care and social service needs throughout the course of their illness;

EXHIBIT A

- (1) The HIV Care Continuum will measure client health outcomes from HIV diagnosis, linkage to care, retention in care, prescription of antiretroviral therapy, to achieving viral suppression.
 - B. Commit to support a coordinated Ryan White Program medical case management system that promotes staff training and the development of service standards, and service linkages and referral mechanisms among participating care providers, and to provide the necessary services to coordinate medical case management efforts among Ryan White Program-funded SUBRECIPIENTS; and
 - C. Establish internal grievance procedures and cooperate with the COUNTY in addressing all complaints or problems identified by clients, staff, or other care providers. The SUBRECIPIENT's internal grievance procedures must afford their clients or other care providers with immediate access to these procedures. These procedures shall be made available to clients or other care providers prior to accessing the COUNTY or the Miami-Dade HIV/AIDS Partnership's formal grievance procedures. The SUBRECIPIENT's internal grievance procedures must include, at a minimum, the following: a description of the types of grievances and individuals covered; a non-binding procedure for resolving conflicts; a written response by the SUBRECIPIENT to the client or care provider; a meeting between the grievant and the Executive Director, a member of the Board of Directors, or a designee of the SUBRECIPIENT; and a reasonable timeline for addressing grievances. Grievance procedures must be conspicuously posted at the SUBRECIPIENT site. Documentation of informal complaints and formal grievances from clients, program staff, or other care providers must be tracked and reported to the COUNTY in the Annual Progress Report, referenced in Article VII, Section 7.1 (C) of this Agreement.
- 6.11 The SUBRECIPIENT agrees to provide services under this Agreement without regard to:
- A. The ability of the individual to pay for such services;
 - B. The current or past health conditions of the individuals to be served;
 - C. The receipt of additional services from other health or social service facilities funded under the Ryan White HIV/AIDS Treatment Extension Act of 2009, as may be amended, except for services requiring a medical case management referral [Ryan White Program Certified Referral or Out of Network (OON) Referral]; or
 - D. The client's utilization of other services offered by the SUBRECIPIENT, except for certain medical specialty care services which may require a second medical opinion from a physician affiliated with the SUBRECIPIENT, subject to the availability of funds and budgetary limitations.
- 6.12 Service provision shall be based on the following:
- A. The SUBRECIPIENT agrees that client eligibility for services under this Agreement shall be determined on the basis of the confirmatory medical status of the person living with HIV or AIDS, as documented by records referenced in Article VII, Section 7.1, of this Agreement.

- B. Services shall be provided to underserved medically indigent program-eligible persons living with HIV or AIDS whose gross household income does not exceed 400% of the Federal Poverty Level guidelines [unless otherwise specifically noted in the local FY 2016 Ryan White Program Service Delivery Guidelines, incorporated herein by reference, as may be amended], including, but not limited to, men, women, youth, children, infants, minorities, the homeless, the physically or mentally disabled, hemophiliacs, and persons affected by chemical dependency or mental illness, as documented by acceptable records as referenced in Article VII, Section 7.1, of this Agreement.
- C. The SUBRECIPIENT shall ensure that each program-eligible service recipient permanently resides in Miami-Dade County, as documented by records referenced in Article VII, Section 7.1, of this Agreement.

6.13 The SUBRECIPIENT shall:

- A. Assume the financial risk for providing services to individuals who do not have documentation of a confirmatory HIV+ test result, except for instances where it is permissible to serve affected non-HIV positive individuals as per Federal guidelines, and as allowed under the most current, local Ryan White Program Service Delivery Guidelines;
- B. Assume the financial risk for providing services to individuals for whose services other local, State, or Federal sources of funding could have reasonably been anticipated, determined, or utilized;
- C. Assume the financial risk for providing services to individuals who the SUBRECIPIENT has not properly documented as eligible for Ryan White Program Part A or MAI-funded services, as specified in Article VII of this Agreement and the most current, local Ryan White Program Service Delivery Guidelines;
- D. Assume the financial risk for submitting a Ryan White Program Certified Referral to another Ryan White Program-funded provider certifying that the client is eligible if the SUBRECIPIENT has not properly documented the client as being eligible for Ryan White Program Part A or MAI-funded services, as specified in Article VII of this Agreement and the most current Ryan White Program Service Delivery Guidelines;
- E. Provide services in a setting that is accessible to low-income, program-eligible clients who are living with HIV or AIDS;
- F. Conduct general outreach (recruitment) to locate low-income, program-eligible individuals living with HIV disease and are not receiving outpatient medical care or treatment in order to inform such individuals of available services at the SUBRECIPIENT's location and in the community; such general outreach or recruitment is not related to targeted Part A or MAI-funded outreach services;
- G. Demonstrate and document compliance, to the extent possible, with the local Ryan White Program System-wide Standards of Care; the measures in the

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Health Resources and Services Administration's "HIV/AIDS Bureau's (HAB) Revised Performance Measure Portfolio", as may be amended, which includes the following measures, where applicable and where adopted by the Miami-Dade HIV/AIDS Partnership, as well as any subsequent performance measures disseminated by HAB during this contract period: Core, All Ages, Adolescent/Adult, HIV-Infected Children, HIV-Exposed Children, Medical Case Management (MCM), Oral Health, AIDS Drug Assistance Program (ADAP), and Systems-Level; the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care; and, if applicable, with the local Ryan White Program Medical Case Management Standards of Service, Public Health Service Guidelines, Ryan White Program Oral Health Care Standards, and the Minimum Primary Medical Care Standards for Chart Review; as well as any related Clinical Performance Measures that may be disseminated during the contract year;

- H. Coordinate service delivery and medical case management efforts with other Ryan White Program (Part A and MAI) and non-Ryan White Program SUBRECIPIENTS;
 - I. Coordinate continuous quality improvement activities with other care providers as appropriate;
 - J. Participate in quality management trainings, workshops, external record reviews, and any other related activities as required by the COUNTY or the Miami-Dade HIV/AIDS Partnership;
 - K. Establish internal quality management and continuous quality improvement procedures, including periodic client record reviews and staff training; and
 - L. Maintain sufficient documentation in the client charts or service logs to support the procedures or services rendered under this Agreement. This documentation will include, at a minimum, the date of service or activity, type of service or activity, service or activity code (if applicable), the number of service or activity units provided, the time spent providing the service or activity, and any other special documentation required under an individual service category, as defined in the local FY 2016 Ryan White Program Service Delivery Guidelines. Where appropriate, SUBRECIPIENT's staff shall also include details of the visit in a progress note which must also be maintained in the client chart or electronic medical/health record as a complete record. Upon request, a written acknowledgment of the services rendered shall be provided to the client, including the cost of such services to the program if requested by the client. Verification of services provided is subject to review and audit by the Miami-Dade County Office of Management and Budget-Grants Coordination Ryan White Program. Failure to maintain sufficient supporting documentation may result in payments being denied or fiscal repayment to the Ryan White Program.
- 6.14 If the SUBRECIPIENT does not impose charges or accept payment for services from any third-party payer, including any insurance policy or any Federal or State health benefits program, then Section 6.9 (A) above and Section 6.15 immediately below do not apply.

6.15 If the SUBRECIPIENT charges for services and provides services that are reimbursable through Medicaid and/or other insurance, then the SUBRECIPIENT **must use** a sliding fee scale for clients receiving these services through Ryan White Program funds. The scale is based on the most current Health and Human Services Federal Poverty Guidelines (also known as the Federal Poverty Level or FPL), which is updated annually. Clients with a gross household income less than or equal to 100% of the 2016 FPL guidelines will not pay a fee for the provision of services. Clients with a gross household income greater than 100% of the 2016 FPL guidelines may pay a fee for the provision of services and, if so, will be charged according to a sliding fee scale. The SUBRECIPIENT will post the sliding fee scale so that it is visible to clients and the general public.

A. Annual aggregate charges to clients receiving Ryan White Program-funded services shall conform to the following limitations:

(1) Sliding fee schedule:

| <u>Individual/Family Annual Gross Income</u> | <u>Total Allowable Annual Charges</u> |
|--|---|
| Less than or equal to 100% of the Federal Poverty Level guidelines | No charges permitted |
| 101% to 200% of the Federal Poverty Level guidelines | 5% or less of annual gross household income |
| 201% to 300% of the Federal Poverty Level guidelines | 7% or less of annual gross household income |
| 301% to 400% of the Federal Poverty Level guidelines | 10% or less of annual gross household income |

(2) The term "aggregate charges" applies to the annual charges imposed for all such services without regard to whether they are characterized as enrollment fees, premiums, deductibles, cost sharing, co-payments, co-insurance, or other charges for services.

B. Documentation of the annual gross household income of the client/client's family, as specified in Article VI, Section 7.1(A)(2) of this Agreement, shall suffice as the baseline by which the caps on fees shall be established.

Article VII

Reporting, Record-keeping, and Evaluation Studies

7.1 The SUBRECIPIENT shall keep adequate, legible records of program-eligible clients served and the services provided to those clients as required by the COUNTY and by the U.S. Department of Health and Human Services. Furthermore, the SUBRECIPIENT shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth

herewith in the Scope of Services (Exhibit A). The SUBRECIPIENT and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the services furnished under this Agreement for a period of five (5) years from the expiration date of this Agreement and any extension thereof, unless State of Florida laws or the COUNTY's record retention schedule require a lengthier retention period.

Documentation of client eligibility is required at initial intake and recertification of eligibility is required every six (6) months thereafter; and must include verification of low-income status, residency in Miami-Dade County, and that the Ryan White HIV/AIDS Program is the payer of last resort. The client's medical necessity (confirmatory HIV+ status) must be documented at least once, with additional documentation if there is a progression to AIDS.

A. At a minimum, the following records shall be kept:

- (1) Documentation of the program-eligible client having HIV or AIDS. Said documentation shall include a copy of one (1) or more of the following: lab test results (e.g., 4th Generation HIV test, Multispot® HIV-1/HIV-2 Rapid Test, HIV Western Blot, ELISA with Western Blot, detectable viral load or culture result; a positive HIV viral culture or test result); or a certified referral form. A Project AIDS Care (PAC) Waiver Notification of Level of Care (Form 603) will also be accepted as proof of a client's HIV+ status. Very limited medical care and medical case management services within thirty (30) calendar days, as detailed in these aforementioned Service Delivery Guidelines, may be provided to newly diagnosed clients with a preliminary HIV+ test result for the purpose of timely engagement in care. **However, aside from this limited exception, on-going Ryan White Program-funded services MAY NOT be provided to clients without documented proof of a confirmatory test result for HIV.** See Exhibit A, Section 1, of this Agreement, and Section VI, Client Eligibility Requirements, of the local FY 2016 Ryan White Program Service Delivery Guidelines, for more details, as incorporated herein by reference.
- (2) Documentation of the program-eligible client's economic status that establishes their gross household income. Said documentation shall include, but not be limited to, a copy of one (1) or more of the following: the client's paycheck stubs for the most current two (2) pay periods; Supplemental Security Income (SSI) checks or benefit/award letters; Social Security Disability Insurance (SSDI) benefit/award letters; Social Security Administration (SSA) benefit/award letter; Temporary Assistance for Needy Families (TANF) checks or benefit/award letters; HOPWA/Section 8 Rental Assistance Statement; other letters of Notification of Benefits [e.g., Food Stamps (e.g., the SNAP Program), Veterans Administration, Medicaid, Medicare, private disability, retirement/pension, Workers Compensation, Low Income Subsidy, Women, Infants and Children (WIC) Program, etc.]; other public assistance checks; current Internal Revenue Service (IRS) W-2 Wage and Tax Statement Forms; current and signed Individual or Business Tax Return Forms; Third Party Query Procedure (TPQY) screenings for verifying SSA/SSI benefit information; a zero income letter from a shelter

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or residential treatment facility located in Miami-Dade County; income from rental property; child support or court order check; notarized Head of Household (HOH) letter detailing the client's relationship to the HOH and the level of financial assistance provided to the client; (for undocumented clients only) a letter from the employer indicating the level of pay provided to the client; a Statement of No Income and Local Residence Form (for clients up to 25 years of age, where applicable); a program-approved certified referral form; or in extreme and rare cases, a notarized self-declaration letter from the client indicating their income (which must be approved by a Ryan White Program Medical Case Management Supervisor or the Office of Management and Budget-Grants Coordination). See Exhibit A, Section 1, of this Agreement, and Section VI, Client Eligibility Requirements, of the local FY 2016 Ryan White Program Service Delivery Guidelines, for more details, as incorporated herein by reference.

In addition, SUBRECIPIENT shall check for Property Information on the property tax page of the Miami-Dade County Tax Collector website (<https://www.miamidade.county-taxes.com/public>) to ensure that all Ryan White Program-eligible clients are screened at initial intake and at each 6-month re-assessment to identify if program-eligible clients have additional income from rental property. Clients who have more than one (1) property listed in their name must have their gross household income adjusted accordingly. Documentation to support the completion of this search (showing additional properties or no properties) must be filed in the client's chart or electronic medical/health record.

- (3) Documentation of the program-eligible client's permanent physical residency in Miami-Dade County. Such documentation shall include, but not be limited to, a copy of one (1) of the following forms of documentation showing the client's physical living address in Miami-Dade County: the client's current and valid, government-issued State of Florida driver's license or State of Florida Identification Card; rental lease, mortgage or rent receipts in the name of the client; utility bills in the client's name; Declaration of Domicile (Form 578; also known as the Declaration of Residence) as issued by the Miami-Dade County Courthouse; Department of Corrections Certification; self-declaration of homelessness; zero income letter from a shelter or residential substance abuse treatment facility located in Miami-Dade County; notarized Head of Household (HOH) letter only if the client physically resides with the person completing the HOH letter; property search of Miami-Dade County Tax Collector website (<https://www.miamidade.county-taxes.com/public>) if the residence is listed in the client's name and is the client's primary residence; a Statement of No Income and Local Residence Form (for clients up to 25 years of age, where applicable); any government (local, state, or federal) issued letter of award or benefits that is not older than 12 months from the date of issue and that includes the client's full name and a current address that agrees with the current address in the client file; or a program-approved certified referral form. See Exhibit A, Section 1, of this Agreement, and Section VI, Client Eligibility Requirements, of

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the local FY 2016 Ryan White Program Service Delivery Guidelines, for more details, as incorporated herein by reference.

- (4) Service eligibility determination must be made and documented based on the most current, local FY 2016 Ryan White Program Service Delivery Guidelines and the corresponding Ryan White Program Cost and Eligibility Summary Chart.
- (5) Client records (electronic or hard copy) shall include:

Client-level (intake) information that is entered in the Ryan White Program Service Delivery Information System (SDIS), as required and as applicable, in order to receive reimbursement for services rendered that includes unique client identifier number(s), intake date, date of birth, confirmatory proof of HIV status, gender at birth, current gender, race, race sub-groups, ethnicity, ethnicity sub-groups, country of origin, primary language at home, assessment of disabilities from a functional perspective, risk-related behaviors, level of HIV infection, referral source, ZIP code, TB status, year of diagnosis, location of diagnosis, annual client income, gross household income, size of household, insurance status, identification as a new or established client, specific service(s) provided, number of service units provided, unit cost, multiplier rate if applicable, dispensing cost if applicable, and total monthly cost per service category.

Subrecipients funded for Ryan White Part A or MAI-funded medical case management services must also utilize the SDIS to enter progress notes no later than two (2) business days after service provision. Payment for medical case management and Peer Education and Support Network (PESN) services where progress notes are entered more than forty-eight (48) hours, excluding holidays and weekends, after the actual date of service may be denied, at the discretion of the COUNTY.

- (6) SUBRECIPIENT receiving a Ryan White Program Certified Referral or Out of Network (OON) Referral must maintain a copy of the referral in the client's chart or electronic medical/health record. The OON Referral must be accompanied by the actual, program-allowable documentation to support client eligibility.
 - (a) Failure of the referring agency to maintain appropriate eligibility documentation in the client chart or electronic medical/health record, or of the receiving agency to maintain the actual Ryan White Program Certified Referral in the client chart or electronic medical/health record, is subject to corrective action and fiscal repayment to the COUNTY.
 - (b) For the SUBRECIPIENT receiving an OON Referral, failure to maintain the actual OON referral and its allowable supporting documentation and consent forms on file in the client's chart or electronic medical/health record is also subject to corrective action and fiscal repayment to the COUNTY.

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- (7) A client may be terminated or dismissed from the local Ryan White Program in its entirety, or from one or more subrecipient organizations, if the client violates or continues to violate program requirements, in the form of, but not limited to:
- (a) Findings of fraudulent use of program assistance;
 - (b) Conflict of interest and purposeful omissions (especially with regards to program eligibility requirements);
 - (c) Falsifications or misstatements of conditions of occupancy or Miami-Dade County residency;
 - (d) Threats or acts of violence, verbal abuse, and harassment;
 - (e) Criminal activity;
 - (f) Destruction of property;
 - (g) Refusal to adhere to established policies related to client rights and responsibilities; or
 - (h) Continuous non-compliance with the client's care plan.

In the case of termination or dismissal of a client from the Program or agency, the SUBRECIPIENT will notify the COUNTY of the circumstances, will document the reason(s) for the termination or dismissal, and will work with the COUNTY to identify a course of action to ensure the client is not unreasonably restricted from access to medical care.

- (8) In accordance with HRSA Policy Clarification Notice No. 16-01, Ryan White HIV/AIDS Program recipients and subrecipients may not deny services, including prescription drugs, to a veteran who is eligible to receive Ryan White HIV/AIDS Program services. Ryan White HIV/AIDS Program recipients and subrecipients may not cite "payer of last resort" language to compel HIV-infected veterans to obtain services from the Veterans Administration health care system or refuse to provide services. Ryan White HIV/AIDS Program recipients and subrecipients may refer eligible veterans to the Veterans Administration for services, when appropriate and available. However, Ryan White HIV/AIDS recipients and subrecipients may not require eligible veterans to access medical or supportive services in the Veterans Administration health care system nor deny them access to health care and support services funded by the Ryan White HIV/AIDS Program.

- B. The SUBRECIPIENT shall submit reimbursement requests to the COUNTY monthly, on or by the twentieth (20th) day of the month following the month in which services were provided. If the 20th day of the month falls on a weekend or COUNTY-observed holiday, the reimbursement requests shall be submitted by close of business on the next business day. Reimbursement requests will be submitted in a format determined by the COUNTY, regarding the provision and utilization of Part A and MAI-funded services, where applicable, in accordance with the provisions of corresponding OMB Uniform Guidance requirements and the Ryan White HIV/AIDS Treatment Extension Act of 2009, including the Minority AIDS Initiative, as may be amended. These monthly reports shall include:

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Client identification system (CIS) number, date of service, user identification code for provider of service, type of service (billing code), units of service, and total amount charged for the service.

- C. Based on client-level and service utilization data entered in the SDIS, the SUBRECIPIENT shall submit an Annual Progress Report, a qualitative report based on fiscal year billing and service provision data, to the COUNTY on a form to be provided by the COUNTY, at a date to be determined by the COUNTY, within four (4) months after the end of the contract period. This report will include a narrative of accomplishments, challenges, and technical assistance needs encountered during the fiscal year; as well as a reporting of progress made in relation to the CLAS Standards, the Ryan White Program System-wide Standards of Care, and the Medical Case Management Standards of Service, where applicable, as defined in the local FY 2016 Ryan White Program Service Delivery Guidelines, incorporated herein by reference, as may be amended. A reporting of informal complaints and/or formal grievances received and responded to by the SUBRECIPIENT will also be included as part of the Annual Progress Report. As a component of this report, the SUBRECIPIENT shall also collect and report to the COUNTY, in a format to be provided by the COUNTY, information on specific client-level outcome measures as established by the COUNTY and the Miami-Dade HIV/AIDS Partnership, and included herewith in Exhibit A as part of the Scope of Service(s).

The SUBRECIPIENT will also submit annually a signed assurance to accompany the Annual Progress Report, in a format provided by the COUNTY for this reporting requirement. This assurance form shall be initialed and signed by the SUBRECIPIENT's Board President and its Chief Executive Officer, and properly notarized or stamped with a corporate seal. This assurance will indicate that Ryan White Program funds were used in accordance with the local FY 2016 Ryan White Program Service Delivery Guidelines, incorporated herein by reference, and do not include unallowable costs as detailed in Article VI, Section 6.9, of this Agreement.

The MAI-funded SUBRECIPIENT shall enter all client-level and service utilization data in the SDIS for eligible minority HIV+ clients to assist with the reporting of the Annual Progress Report for MAI-funded services. The COUNTY will be responsible for preparing a summary report to submit to HRSA, based on the client and service data entered in SDIS. This COUNTY generated report will include information on client demographics, service utilization, and specific client-level outcome measures as established by the COUNTY and the Miami-Dade HIV/AIDS Partnership, and included herewith in Exhibit A as part of the Scope of Service(s).

- D. The SUBRECIPIENT, on an annual basis, shall submit to the COUNTY a Ryan White Program Client-level Services Data Report (RSR), a quantitative annual report based on calendar year client-level service utilization data. This documentation (including the Provider Report and the Client-level Data/encrypted XML data file) shall be submitted through HRSA's performance-based reporting website or Electronic Handbook, as appropriate. The RSR is a comprehensive report that pertains to all Ryan White HIV/AIDS Treatment Extension Act of 2009 Part A and MAI funding, as may be amended. Additionally, the SUBRECIPIENT

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shall comply with HRSA's Client Level Data (CLD) requirements. The COUNTY shall notify all subrecipients at the earliest opportunity of any additional requirements related to the CLD (including, but not limited to, changes that may be necessary as a result of Eligible Scope reporting requirements).

- E. The SUBRECIPIENT shall submit to the COUNTY a Final Line Item Expenditure Report (FLIER), separate for each funded service category, itemizing all Ryan White Part A and MAI funding, where applicable, other shared costs received, and actual expenditures incurred during the contract period associated with this Agreement. The Final Line Item Expenditure Report must reflect the actual expenses for approved line items that Part A and/or MAI-funds reimbursed by the COUNTY's Ryan White Program were actually applied to. This Final Line Item Expenditure Report must also reflect all changes made to the SUBRECIPIENT's Part A/MAI award amounts (including any and all increases or decreases and budget revisions) approved by the COUNTY during the corresponding grant Fiscal Year. If the actual expenditure differs from the projected budget amount by greater or less than 15% or \$50,000, whichever is lower, the SUBRECIPIENT must include a brief explanation of the reason(s) for the difference on the Final Line Item Expenditure Report. Overpayments to the SUBRECIPIENT that are identified as a result of the SUBRECIPIENT's reconciliation of budgeted costs versus actual expenditures in the Final Line Item Expenditure Report, in relation to the amount reimbursed by the COUNTY by service category will require repayment to the COUNTY. Any required repayments must be made by check payable to "Miami-Dade County", and must be included with the Final Line Item Expenditure Report and submitted to the COUNTY by the reporting deadline. The Final Line Item Expenditure Report must be submitted no later than sixty (60) calendar days following the end of the contract period, or at any time specified by the COUNTY. This Final Line Item Expenditure Report must be consistent with the applicable regulations (45 CFR part 75), as may be amended.

SUBRECIPIENT will submit an annual certification signed by both the SUBRECIPIENT's fiscal officer and official contact person under this Agreement, to accompany the Final Line Item Expenditure Report. Such certification will indicate that 1) each budget submitted for this report is true, complete and accurate; 2) the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award and corresponding Agreement; 3) awareness that any false, fictitious, or fraudulent information, or omission of any material fact, may subject the certifiers to criminal, civil or administrative penalties under U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 4) budgeted costs and actual expenditures for the grant budget period have been determined allowable in accordance with 45 CFR part 75; 5) all reported amounts have appropriate and sufficient backup documentation on file at the organization for a period of five (5) years following the date of report submission; and 6) all report budget forms have been reviewed and are free of mathematical errors.

- F. The SUBRECIPIENT shall submit to the COUNTY an Annual Inventory Report for nonexpendable personal property of a non-consumable nature with a value of \$1,000.00 or more per item and with a normal life of one (1) or more years, not including equipment directly related to the Ryan White Program Service Delivery Information System (SDIS), which is reported separately to the COUNTY by

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contracted managers of the SDIS. All nonexpendable property purchased with Federal Ryan White Part A/MAI funds from this and previous Agreements with the COUNTY shall be inventoried annually by the SUBRECIPIENT. An inventory report shall be submitted to the COUNTY, on a format to be provided by the COUNTY.

1. The SUBRECIPIENT's nonexpendable property records shall include:
 - (a) A description of the property and its use in relation to the provision of services as identified in Exhibit A of this Agreement;
 - (b) Location of nonexpendable property;
 - (c) Model number and manufacturer's serial number;
 - (d) Date of acquisition;
 - (e) Property cost;
 - (f) Property inventory number;
 - (g) Information on its condition; and
 - (h) Information on its transfer, replacement or disposition, if applicable.
 2. Title (ownership) to all nonexpendable personal property as identified directly above in Article VII, Section 7.1 F (1) that was purchased with Federal Ryan White Part A or MAI Program funds under this Agreement or prior year Agreements shall vest in the COUNTY.
 3. The SUBRECIPIENT must obtain prior written approval from the COUNTY for the disposition of nonexpendable personal property purchased with Federal Ryan White Part A or MAI funds under this Agreement or prior year Agreements. The SUBRECIPIENT shall transfer or dispose of the property in accordance with instructions from the COUNTY. Those instructions may require the return of all such property to the COUNTY.
 4. All equipment and products purchased with Ryan White Part A or MAI funds under this Agreement or prior year Agreements should be American-made, to the greatest extent practicable.
- G. **Proof of Tax Status.** If applicable, the SUBRECIPIENT is required to submit to the COUNTY the following documentation: (a) The I.R.S. tax exempt status determination letter; (b) the most recent I.R.S. form 990 and automatic 3-month extension through form 8868, if applicable; (c) the annual submission of I.R.S. form 990 within (6) months after SUBRECIPIENT's fiscal year end; and (d) IRS form 941 - Quarterly Federal Tax Return Reports within thirty-five (35) calendar days after the quarter ends and if the form 941 reflects a tax liability, proof of

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payment must be submitted within forty-five (45) calendar days after the quarter ends. SUBRECIPIENT shall notify the COUNTY of any changes to SUBRECIPIENT's tax-exempt status within ten (10) business days of such change.

- H. The SUBRECIPIENT shall utilize standard forms developed by the COUNTY or the Miami-Dade HIV/AIDS Partnership to deliver, document, coordinate and report services provided under this Agreement. The SUBRECIPIENT shall begin to utilize such standard tools immediately upon implementation by the COUNTY or the Miami-Dade HIV/AIDS Partnership.
 - I. The SUBRECIPIENT shall submit to the COUNTY, in a timely manner, all required reports and any other information deemed necessary by the COUNTY, and its presentation shall comply with the format specified at the COUNTY's request.
- 7.2 The SUBRECIPIENT agrees to participate in evaluation studies, quality management activities, Performance Improvement Plan activities, and needs assessment activities sponsored by the U.S. Health Resources and Services Administration (HRSA) or analyses carried out by or on behalf of the COUNTY or the Miami-Dade HIV/AIDS Partnership to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the SUBRECIPIENT shall:
- A. Permit right of access of authorized staff involved in such efforts to SUBRECIPIENT's premises and records, in accordance with applicable Federal and State privacy laws and requirements, and in accordance with Article II, Sections 2.1 (J), (W), and (X) of this Agreement;
 - B. Provide each client a confidential client survey consent form to be provided by the COUNTY or its authorized representatives which will include his/her unique Client Identification System (CIS) number, the name of the SUBRECIPIENT, the date of service, and space for the client to indicate consent as to whether or not they may be contacted to participate in client satisfaction surveys;
 - C. Participate in ongoing meetings and quarterly SUBRECIPIENT forums aimed at increasing, enhancing, maintaining, and evaluating coordination and collaboration among HIV-related health and support SUBRECIPIENTS; and
 - D. Participate in record review exit interviews, and work to address recommended improvements or corrective actions in a timely manner, as determined by the COUNTY.
- 7.3 The SUBRECIPIENT agrees to participate in the Ryan White Program Service Delivery Information System (SDIS). This participation shall, at a minimum, assure:
- A. The right of access of authorized COUNTY staff and other authorized individuals involved in the development, implementation, and maintenance of the SDIS, on behalf of the COUNTY, to the SUBRECIPIENT's premises, equipment, electronic files, client charts, and where appropriate, medical records, in accordance with applicable Federal and State privacy laws and requirements, and in accordance with Article II, Sections 2.1 (J), (W), and (X) of this Agreement;

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- B. Completion of data entry and updates of minimum data set (required fields) specified in the SDIS Data Entry Procedures form included under Exhibit A of this Agreement. In addition, the SUBRECIPIENT must maintain the level of staff involvement and frequency of data entry specified under Exhibit A of this Agreement;
- C. Compliance with all policies and procedures related to the full use of the SDIS as required by the COUNTY; including, but not limited to, medical case management providers utilizing the SDIS to record intake information, comprehensive health assessments, financial assessments, referrals, and progress notes; and all subrecipients utilizing the SDIS to record client level information, required demographics, and service utilization data;
- D. The submission of a written request to the COUNTY (via U.S. mail, facsimile, or electronic mail) for any additional staff (system user or provider), equipment, or telecommunication lines needed to access the SDIS. Requests for additional staff to gain access to the SDIS must be submitted to the COUNTY, on a current version of the form provided by the COUNTY, in a timely manner not to exceed thirty (30) calendar days from the date of hire or transfer into the Ryan White Program. Requests for additions to the SDIS that exceed three (3) months from the first date the staff person provided services to Ryan White Program-eligible clients may be denied, at the discretion of the COUNTY. The written request for equipment shall, at a minimum, include a justification for the request, the type and number of equipment items or telecommunication lines needed, and the number and names of the staff members that will need access to the SDIS, as well as a description of their responsibilities and their start date under this Agreement;
- E. Participation of appropriate SUBRECIPIENT staff persons in on-going SDIS technical assistance and training workshops, and user support groups;
- F. Timely updates of electronic client records. The SUBRECIPIENT will update the SDIS with current information on the client's medical, financial, and Miami-Dade County permanent residency eligibility for Ryan White Program and MAI-funded services, and will update any and all required fields specified under Exhibit A of this Agreement. The SUBRECIPIENT will also be responsible for updating client records prior to submitting Ryan White Program Certified Referrals to other Part A or MAI-funded SUBRECIPIENTS. **Ryan White Program Certified Referrals made without proper documentation in the SDIS of the clients' medical, financial, and residency eligibility for specific Part A or MAI-funded services may result in payment deductions for the SUBRECIPIENT making the referrals;** and
- G. Service delivery data shall be entered or uploaded in the SDIS, compiled in a service report, and submitted to the COUNTY on a monthly basis as part of the SUBRECIPIENT's reimbursement request. The SUBRECIPIENT, upon notification by the COUNTY, shall provide clarification or verification and supporting documentation, if requested, for line items that were determined by the COUNTY to be questionable. The SUBRECIPIENT will respond to the request for additional information or clarification within seven (7) calendar days of

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being notified by the COUNTY, or at a time otherwise determined by the COUNTY in writing. Failure to respond to the COUNTY's request may result in denial of the item(s) in question.

- H. Requests to remove persons from the SDIS User Access or Provider List will be made by the SUBRECIPIENT, in a timely manner, not to exceed thirty (30) calendar days from the effective date of removal. Such requests will be made in writing from the SUBRECIPIENT to the COUNTY via U.S. mail, facsimile, or electronic mail; and will include the name of the person, position title, and effective date. Requests to remove medical case management personnel from the SDIS will only be approved once the staff person's respective client caseload has been reassigned.
- 7.4 The SUBRECIPIENT understands that changes in data reporting, frequency of required submissions, and data management requirements, including a standard data set, eligible scope reporting, needs assessment and format, may be necessary, and agrees to comply with such modifications.
- 7.5 The SUBRECIPIENT shall:
- A. Maintain appropriate systems, in addition to the local Ryan White Program Service Delivery Information System (SDIS), to ensure compliance with all record-keeping and reporting requirements;
 - B. Keep accounting records which conform with generally accepted accounting principles which shall include, but not be limited to, a cash receipt journal, cash disbursement journal, voucher disbursement journal, general ledger, patient (client) escrow accounts (if applicable) and all such subsidiary ledgers as is determined necessary by the COUNTY. All such records shall be retained by the SUBRECIPIENT for not less than five (5) years from the expiration of this Agreement and any extension thereof, unless State of Florida laws or the COUNTY's record retention schedule require a lengthier retention period;
 - C. When applicable, furnish to the COUNTY copies of the annual certified public accountant's audit report and all related financial statements made in accordance with applicable Uniform Guidance, 45 CFR part 75, subpart E related to contract cost principles and procedures, and subpart F related to audit requirements, as may be amended, and the related financial statements. The audit(s) performed shall be conducted on each of the organization's fiscal year(s) during which Ryan White Program Federal assistance has been received. A complete audit shall encompass all related financial statements, a fiscal review, an internal control review, a compliance review and, if applicable, any and all management letters issued by the independent certified auditors. In accordance with 45 CFR § 75.512, as may be amended, the reporting package must include financial statements and schedule of expenditures of Federal awards in accordance with 45 CFR § 75.510 (a) and (b); a summary schedule of current and prior year audit findings per 45 CFR § 75.511 (b); the auditor's report in accordance with 45 CFR § 75.515; and a corrective action plan in accordance with 45 CFR § 75.511(c). Non-Federal entities that expend less than \$750,000 per fiscal year in awards from all Federal sources are exempt from the requirements of Uniform Guidance 45 CFR part 75 Subpart F for that year, except as noted in 45 CFR § 75.503. A

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copy of the complete audit report must be received by the COUNTY within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the SUBRECIPIENT's fiscal year end, unless the COUNTY agrees in writing to a written request for an extension from the SUBRECIPIENT's independent auditor indicating the proposed completion date. If the due date falls on a weekend or Federal holiday, the audit reporting package shall be due the next business day.

If the SUBRECIPIENT expends less than \$750,000 in federal awards during its fiscal year, but has an audit completed for another funding source or for another purpose, the SUBRECIPIENT must submit a copy of the audit report to OMB-GC within thirty (30) calendar days after completion of said audit report.

- D. Include record-keeping and reporting requirements in all COUNTY approved subcontracts that are used to engage parties to carry out any eligible substantive programmatic services that are described in this Agreement and the attached Scope of Service(s) (Exhibit A) and meet all requirements set forth in Article II, Section 2.1 (M) of this Agreement; and
- E. Maintain a cost allocation plan, agency-wide budget, and reports of budgeted versus actual costs, along with supporting documentation for any shared costs included in the SUBRECIPIENT's approved contract budget(s) for the provision of HIV-related services under the Ryan White Part A and/or MAI Programs, where applicable.

Article VIII Amount Payable

- 8.1 Both parties agree that should funding to the COUNTY for health and support services for program-eligible persons living with HIV or AIDS be reduced or should the SUBRECIPIENT fail to maintain a documented expenditure pattern consistent with the attached Scope of Service (Exhibit A) and Service Budget documents [line item budgets, narrative budget justification and, if applicable, price form(s), price lists, or acknowledgments] (Exhibit B) based on actual reimbursements, the amounts payable under this Agreement may be proportionately reduced or eliminated at the sole discretion and option of the COUNTY, as detailed in Section 8.3 below. All services undertaken by the SUBRECIPIENT before the COUNTY's execution of this Agreement shall be at the SUBRECIPIENT's risk and expense. In any event, the maximum amount payable under this Agreement shall not exceed the following award amounts, unless a formal amendment is executed by the COUNTY:

| <u>Service Category</u> | <u>Amount</u> |
|--|--|
| For: | \$ |
| [insert full service category name, in alphabetical order with MAI services directly following the equivalent Part A service, and in lower case; then | \$(line up 1's column; no decimals; then bold |

off]

- 8.2 It is clearly understood that all services requested are on an "as needed basis" and that the service estimate or maximum amount payable referred to in this Agreement in no way constitutes a guarantee of the level of effort that may be requested from the SUBRECIPIENT or a guarantee of a specific amount payable by the COUNTY.
- 8.3 The SUBRECIPIENT's budget(s) will be reduced accordingly, if the Office of Management and Budget-Grants Coordination as designated by the Miami-Dade County Mayor or the Mayor's designee to administer the grant finds that:
- A. The SUBRECIPIENT fails to maintain a documented expenditure pattern of average monthly reimbursement requests; or
 - B. There were any significant deviations from the approved corresponding Scope of Service(s) (Exhibit A) indicating that the SUBRECIPIENT is not spending at a rate that would absorb its full allocation, per category of service, within the contract period.
- 8.4 In the event the COUNTY determines that a reduction in the SUBRECIPIENT's budget(s) is necessary, the COUNTY shall notify the SUBRECIPIENT in writing within thirty (30) calendar days of said reduction decision.

Article IX
Project Budget and Method of Payment

- 9.1 The SUBRECIPIENT agrees to invoice the COUNTY, separately, on a monthly basis, for each service identified in the attached Scope of Service(s), Exhibit A. The SUBRECIPIENT is required to use the County-approved "Request for Payment Form" provided by the COUNTY and to submit such form to the County during the term of this Agreement. Failure to submit monthly reimbursement request(s) and Service Delivery Information System (SDIS) reports in a manner satisfactory to the COUNTY by the twentieth (20th) day of each month following the month in which services were delivered, shall render the SUBRECIPIENT in non-compliance with this Article, unless the COUNTY has granted the SUBRECIPIENT an extension in writing. Notwithstanding the foregoing, if the 20th day of the month falls on a weekend or County-observed holiday, the reimbursement requests shall be submitted by close of business on the next business day. The COUNTY may require the SUBRECIPIENT to forfeit its claim to any payments for that specific month's reimbursement request or the COUNTY may invoke the termination provision for a specific service in this Agreement or for the entire Agreement by giving seven (7) calendar days written notice of such action to be taken. Where applicable, the County, in its sole discretion, may deny a reimbursement request submitted by outpatient medical care and outreach subrecipients four (4) months after the date of service provision. Failure to comply with these documentation and reimbursement requirements may result in rejection of invoices and non-payment of the amount(s) claimed.
- A. The COUNTY may suspend payment in whole or in part under this Agreement pending the receipt and approval by the COUNTY of all reports and documents

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due from the SUBRECIPIENT as part of this Agreement and any modifications thereto. If payments are suspended, the COUNTY shall specify the actions that must be taken by the SUBRECIPIENT as condition precedent to resumption of payments and shall specify a reasonable date for compliance.

- B. For non-governmental SUBRECIPIENTS, no payments will be made without original and non-expired certificates of appropriate insurance required by this Agreement. Such original certificates must be on file with the COUNTY's Internal Services Department, Risk Management Division, as specified under Article XI, Section 11.3 of this Agreement.
- C. The contract close-out invoice along with any outstanding reports shall be submitted no later than forty-five (45) calendar days following the end of this Agreement's contract period. If the SUBRECIPIENT fails to comply, all rights to related payment will be forfeited.

9.2 At the option of the COUNTY, reimbursement shall be consistent with the SUBRECIPIENT's approved Service Budget documents [line item budget(s), narrative budget justification(s), price form(s), price list(s), or acknowledgment(s)], (shown as Exhibit B attached herewith), and on the basis of one (1) or more of the following items:

- A. Staff Time: to be invoiced by (for outreach services) or supported by (for all other services) a copy of the SUBRECIPIENT's time sheets and payroll records;

In accordance with the applicable Uniform Guidance (e.g., 45 CFR part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, as may be amended), documentation of Support or Apportioning of Salaries and Wages (i.e., time and effort reports) must be maintained for any staff allocated in whole or in part to this Agreement, and is subject to audit by the COUNTY and to fiscal repayment to the COUNTY if the SUBRECIPIENT is determined to be out of compliance with this requirement. Documentation that reconciliation of such time and effort reports is conducted on a regular basis by the SUBRECIPIENT is also required.

- B. Service Units: to be billed at the unit cost, multiplier rate, or dispensing charge contained in the approved Service Budget(s) and Price Form(s), and invoiced with supporting documentation showing units of services delivered (i.e., actual services provided or rendered) to program-eligible clients, as specified under Article VII, Section 7.1 of this Agreement;
- C. Receipts or invoices: (original) for purchase of supplies, approved equipment, etc.; or
- D. Overhead rate (administrative charge): as shown in approved Service Budget, Exhibit B, of this Agreement.

9.3 Notwithstanding any provision set forth herein, the COUNTY retains the right to withhold, seek reimbursement of, or recapture any funds disbursed to the SUBRECIPIENT to which the SUBRECIPIENT was not entitled. Upon written notice to the SUBRECIPIENT, the COUNTY shall have the right to withhold any payments under this Agreement or seek reimbursement directly from the SUBRECIPIENT. Upon withholding or seeking

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reimbursement from the SUBRECIPIENT, the COUNTY has the right to retain said funds. Notice shall be provided by the COUNTY to the SUBRECIPIENT in a timely manner, not to exceed thirty (30) calendar days from the date the COUNTY is informed by the SUBRECIPIENT or other source, or the COUNTY discovers through its independent inspection, review, or audit pursuant to Article II, Sections 2.1 (I) and (J) of this Agreement that the SUBRECIPIENT was not entitled to any or all funds claimed under this or any current or prior Agreement between the SUBRECIPIENT and the COUNTY. Notwithstanding the COUNTY's rights as described herein, the COUNTY shall communicate and work with the SUBRECIPIENT to ensure compliance with this Agreement and to further ensure that the issuance of the notice described in this Section 9.3 is warranted.

- 9.4 The SUBRECIPIENT's actual expenditures may not deviate more than 15% per line item on the most current approved Service Budget(s), attached herein as Exhibit B, without written approval from the COUNTY. Line items may not be added to the budget or Final Line Item Expenditure Report without written approval from the COUNTY. The COUNTY shall not be liable for any such expenses that have not been approved in writing by the COUNTY.
- 9.5 Budget revision requests must be submitted to the Office of Management and Budget-Grants Coordination (OMB-GC)/Ryan White Program no later than thirty (30) calendar days prior to the end of the term identified in Article XIII, Section 13.1 of this Agreement. For outreach services only, budget revision requests submitted to OMB-GC after this deadline will be considered on a case-by-case basis. Budget revision requests will be effective upon the date of written approval by the administrative office of the COUNTY assigned to manage this Agreement, or at an effective date agreed upon by the COUNTY and the SUBRECIPIENT.
- 9.6 The SUBRECIPIENT agrees to send all contract documents, budget packets, invoices, reports, and budget revision requests to the following address, unless otherwise directed by the COUNTY in writing:

Miami-Dade County
Office of Management and Budget-Grants Coordination
Ryan White Program
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Daniel T. Wall, Assistant Director

- 9.7 Documents requiring original signatures must be mailed or hand delivered to the address listed directly above in Section 9.6. All other documents or reports may also be sent to the Office of Management and Budget-Grants Coordination via email or facsimile (305-375-4454) if prior arrangements are made by the SUBRECIPIENT and COUNTY.
- 9.8 The COUNTY agrees to review invoices and to inform the SUBRECIPIENT of any questions, problems, concerns, or need for additional information/verification. Payments in accordance with the COUNTY's Ryan White Program reimbursement policies shall be mailed to the SUBRECIPIENT, or if approved, via electronic transfer (direct deposit) by the COUNTY's Finance Department.

- 9.9 The SUBRECIPIENT agrees to comply with any changes to the reimbursement procedures specified by the COUNTY, including changes to required information and format of monthly reimbursement reports.
- 9.10 Upon receipt and review of a proper invoice submitted by SUBRECIPIENT, the COUNTY shall reimburse SUBRECIPIENT in a timely manner as prescribed herein. In accordance with Sections 218.73, 218.74, and 218.76, Florida Statutes, upon receipt of a proper invoice, the COUNTY shall reimburse SUBRECIPIENT within forty-five (45) calendar days. In accordance with Section 2-8.1.4 of the Code of Miami-Dade County, known as the Sherman S. Winn Prompt Payment Ordinance, and Miami-Dade County Administrative Order 3-19, Prompt Payment, upon receipt of a proper invoice, the COUNTY shall reimburse SUBRECIPIENT within forty-five (45) calendar days; or within thirty (30) calendar days if SUBRECIPIENT is a small business, a minority business, or a women business enterprise. Failure of the COUNTY to adhere to the Prompt Payment requirements described herein shall render the COUNTY subject to paying interest on the amount due to the SUBRECIPIENT. SUBRECIPIENT shall also pay its subcontractor(s) as authorized under this agreement in a timely manner as indicated in the corresponding subcontract. In addition to the County's Sherman Winn Prompt Payment Ordinance and Administrative Order 3-19, the COUNTY will also adhere to 45 CFR § 75.305(b)(3), where applicable, for purposes of reimbursement. Accordingly, subject to the requirements of 45 CFR § 75.305(b)(3), the COUNTY will make payments to the SUBRECIPIENT within thirty (30) calendar days after receipt of the billing, unless the COUNTY reasonably believes the request to be improper.

Article X **Representations and Warranties**

- 10.1 The SUBRECIPIENT represents and warrants to the COUNTY as follows:
- A. **Organization.** The SUBRECIPIENT is a corporation under the laws of the State of Florida or is authorized to transact business in the State of Florida, and has the power to carry out its business as it is now being conducted and to own, hold, or operate its properties, if applicable, and assets. The SUBRECIPIENT is aware of and is in compliance with all material applicable State and Federal laws.
 - B. **Legal Authority.** The execution and delivery of this Agreement have been duly authorized by the officers of the SUBRECIPIENT. The execution of this Agreement and the performance of the terms and conditions of this Agreement shall not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under (i) any articles of incorporation or bylaws, or (ii) any other agreement, instrument, judgment, obligation, order, or decree of the SUBRECIPIENT or any of its officers.
 - C. **Solicitation of this Agreement.** The SUBRECIPIENT has not employed or retained any company or person other than an employee working solely for it, to solicit or secure this Agreement; nor has the SUBRECIPIENT paid, or agreed to pay any company or other person any fee, commission, gift, or other consideration contingent upon the making of this Agreement.

Article XI
Indemnification and Insurance

11.1 Indemnification by the SUBRECIPIENT.

- A. **Non-Governmental SUBRECIPIENT Indemnification.** The SUBRECIPIENT shall indemnify and hold harmless the COUNTY and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the SUBRECIPIENT or its employees, agents, servants, partners, principals, or subcontractors. The SUBRECIPIENT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The SUBRECIPIENT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the SUBRECIPIENT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents, and instrumentalities as herein provided.
- B. **Governmental Entity SUBRECIPIENT Indemnification.** The SUBRECIPIENT shall indemnify and hold harmless the COUNTY, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the SUBRECIPIENT or the SUBRECIPIENT's officers, employees, agents, servants, partners, principals or subcontractors. The SUBRECIPIENT shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the SUBRECIPIENT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the SUBRECIPIENT arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the SUBRECIPIENT or the SUBRECIPIENT's officers, employees, servants, agents, partners, principals or subcontractors.
- C. **Term of Indemnification.** The provisions of Article XI, Section 11.1 shall survive the expiration or termination of this Agreement.

11.2 **Insurance Requirements for Governmental SUBRECIPIENTS.** The parties hereto acknowledge that the SUBRECIPIENT is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The SUBRECIPIENT shall maintain a fiscally sound and prudent risk management program with regard to their obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

11.3 **Insurance Requirements for Non-Governmental SUBRECIPIENTS.** Notwithstanding the insurance requirements set forth herein, Article XI, Section 11.3 of this Agreement shall not apply to this Agreement if the total combined award does not exceed \$25,000.00 at any time during the term of this Agreement. Therefore, where applicable, the SUBRECIPIENT shall submit to Miami-Dade County, c/o Office of Management and Budget-Grants Coordination (OMB-GC)/Ryan White Program, 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. All insurance certificates must list the COUNTY as "Certificate Holder" in the following manner:

Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128

- B. Workers' Compensation Insurance for all employees of the SUBRECIPIENT as required by Florida Statutes, Chapter 440.
- C. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than \$300,000* combined single limit per occurrence for bodily injury and property damage.

*NOTE: For SUBRECIPIENTS supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is \$500,000.

- E. Professional Liability Insurance in the name of the SUBRECIPIENT, when applicable, in an amount not less than \$250,000.
- F. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
1. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide,

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published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Financial Services.
- G. If SUBRECIPIENT is a Federally Qualified Health Center, then the SUBRECIPIENT will also submit to the COUNTY a copy of its Federal Tort Claims Act (FTCA) Deeming Notification Letter on an annual basis. The Deeming Notification Letter indicates proof of free medical malpractice liability coverage under the provisions of 42 USC part 6 and the FTCA.
- H. Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of its liability and obligations under this Section or under any other section of this Agreement.
- I. The COUNTY reserves the right to inspect the SUBRECIPIENT's original insurance policies at any time during the term of this Agreement.
- J. **Failure to Provide and Maintain Certificates of Insurance and Proof of Medical Malpractice Coverage, where applicable.** The SUBRECIPIENT shall be responsible for assuring that the insurance certificates and proof of medical malpractice coverage, where applicable, that are required in conjunction with this Section remain in force for the duration of the effective term of this Agreement. If insurance certificates and proof of medical malpractice coverage, where applicable, are scheduled to expire or have been canceled during the effective term, the SUBRECIPIENT shall be responsible for submitting new or renewed insurance certificates and proof of medical malpractice coverage, where applicable, to the COUNTY prior to expiration.

In the event that expired or canceled certificates and proof of medical malpractice coverage, where applicable, are not replaced with new or renewed certificates which cover the effective term, the COUNTY may suspend the Agreement or withhold reimbursement until such time as the new or renewed certificates are received by the COUNTY in the manner prescribed herein, and are approved by the Miami-Dade County's Internal Services Department, Risk Management Division; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the COUNTY may, at its sole discretion, seek appropriate remedies including, but not limited to, repayment to the COUNTY or termination of this Agreement.

Article XII **Conflict of Interest**

- 12.1 No person under the employ of the COUNTY, who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is

entered into, or shall have during the term of this Agreement, any personal financial interest, direct or indirect, in this Agreement. Further, no officer, director, employee, agent, or other consultant of the COUNTY or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

- 12.2 **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by SUBRECIPIENT shall be employed by the SUBRECIPIENT unless the employment preceded the execution of this Agreement by one (1) year. No family member of any employee may be employed by the SUBRECIPIENT if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:
- A. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
 - B. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
 - C. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.
 - D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
 - E. In the event SUBRECIPIENT has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, SUBRECIPIENT shall promptly bring such information to the attention of the COUNTY's Program Director. SUBRECIPIENT shall thereafter cooperate with the COUNTY's review and investigation of such information, and comply with the instructions SUBRECIPIENT receives from the COUNTY's Program Director in regard to remedying the situation.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

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An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the SUBRECIPIENT's Board of Directors or Trustees.

- 12.3 No person, including, but not limited to, any officer, board of directors, manager, or supervisor employed by the SUBRECIPIENT, who is in the position of authority, and who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Agreement. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the SUBRECIPIENT, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the SUBRECIPIENT's employee(s) or service program.
- 12.4 SUBRECIPIENT and COUNTY staff will also adhere to Miami-Dade County Administrative Order 1-3, Gifts to the County, and Section 2-11.1 of the Code of Miami-Dade County Code, the Conflict of Interest and Code of Ethics Ordinance, in order to avoid a conflict of interest or the slightest perception of a conflict, and to demonstrate a commitment to fairness, integrity, and impartiality. For purposes of this policy, gifts shall mean any item of value, financial or otherwise, including food, beverage, vendor sponsored meals, money, service, loan, travel, entertainment, hospitality, tickets for events, or promise of future employment or benefits.

Article XIII Term of Agreement

- 13.1 **Effective Term.** The effective term of this Agreement shall commence on March 1, 2017 and terminate at the close of business on February 28, 2018.

The COUNTY, for a total of not more than five (5) years following the term of the original new contract, may renew the Agreement in successive one-year increments, provided that all the material terms and conditions, including performance measures set forth in the Scope of Services (Exhibit A) and service costs outlined in the approved line item budget(s) (Exhibit B) of this Agreement, as may be amended or revised and approved by the COUNTY during the contract period, are met. Additionally, the SUBRECIPIENT shall submit a revised Exhibit A and Exhibit B to the COUNTY for the subsequent year upon notification by the COUNTY of the decision to exercise its option to renew this Agreement for an additional one-year term. Although the renewal is at the COUNTY's option, the refusal of the SUBRECIPIENT to agree to said renewal of this Agreement, does not constitute a breach of this Agreement. However, if the SUBRECIPIENT does not agree to renew this Agreement, the SUBRECIPIENT shall provide written notification to the COUNTY within thirty (30) calendar days from receipt of the COUNTY's renewal notification. The SUBRECIPIENT shall submit to the COUNTY a transition plan for the

SUBRECIPIENT's clients for all services included in this Agreement at a mutually agreed upon date. Said transition plan shall include appropriate arrangements (i.e., referrals to other SUBRECIPIENTS or funding streams) which are made to ensure minimal interruption of treatment provided to service recipients enrolled in the program(s) funded herein. The SUBRECIPIENT will be responsible for ensuring that special needs and rights of service recipients (clients) are taken into account, to all extent possible, when referrals are made.

Article XIV
Suspension, Debarment and Termination

14.1 Suspension.

The COUNTY may, for reasonable cause, temporarily suspend the SUBRECIPIENT's operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT or both.

Reasonable cause shall be determined by the COUNTY, in its sole and absolute discretion, and may include:

- A. Ineffective or improper use of any funds provided hereunder by the SUBRECIPIENT;
- B. Failure by the SUBRECIPIENT to materially comply with any terms, conditions, insurance requirements, representations, or warranties contained herein;
- C. Failure by the SUBRECIPIENT to submit any documents required under this Agreement; or
- D. The SUBRECIPIENT's submittal of incorrect or incomplete documents.

14.2 Debarment.

- A. Pursuant to Executive Orders 12549 (3 CFR § 1986 Comp., p. 189) and 12689 (3 CFR § 1989 Comp., p. 235), "Debarment and Suspension," a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The SUBRECIPIENT, with an award in excess of \$100,000, shall provide certification regarding their exclusion status and that of their principals prior to receipt of the award under this Agreement. The SUBRECIPIENT shall have a continuing obligation to notify the COUNTY in writing within ten (10) calendar days of any changes in their exclusion status throughout the term of this Agreement. The failure of the SUBRECIPIENT to notify the COUNTY of any changes in their exclusion status shall constitute a breach of this Agreement.

- B. Any individual or entity who attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement may be disbarred from COUNTY contracting for up to five (5) years.

14.3 Termination.

- A. **Termination at Will** - This Agreement, in whole or in part, may be terminated by written notice from the COUNTY when the COUNTY determines that it would be in the best interest of the COUNTY or the SUBRECIPIENT materially fails to comply with the terms and conditions of an award. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The SUBRECIPIENT will have five (5) business days from the day the notice is delivered to state why it is not in the best interest of the COUNTY to terminate the Agreement. However, it is up to the discretion of the COUNTY to make the final determination as to what is in its best interest.

- B. **Termination for Convenience** - The COUNTY may terminate this Agreement by written notice in whole or part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. However, if the COUNTY determines in the case of partial termination that the reduced or modified portion of the contract award will not accomplish the purposes for which the grant was made, it may terminate the Agreement in its entirety. The COUNTY will consider the SUBRECIPIENT's request for termination for convenience on a case-by-case basis, and shall not unreasonably deny said request as long as the SUBRECIPIENT has satisfactorily demonstrated to the COUNTY that such termination for convenience would not impair or hinder service delivery to the SUBRECIPIENT's clients.

If the SUBRECIPIENT decides or agrees to terminate this Agreement, appropriate arrangements (i.e., referrals to other SUBRECIPIENTS or funding streams) must be made to ensure minimal interruption of treatment provided to service recipients enrolled in the program(s) funded herein. The SUBRECIPIENT will be responsible for ensuring that special needs and rights of service recipients are taken into account, to all extent possible, when referrals are made.

- C. **Termination Because of Lack of Funds** - In the event funds to finance this Agreement become unavailable, the COUNTY may terminate this Agreement upon no less than thirty (30) calendar days' notice in writing to the SUBRECIPIENT. Said notice shall be sent either by electronic mail, facsimile, certified mail with return receipt, or in person with proof of delivery. The COUNTY shall be the final authority to determine whether or not funds are available.
- D. **Termination for Breach** - The COUNTY may terminate this Agreement, in whole, or in part, when the COUNTY determines in its sole and absolute discretion that the SUBRECIPIENT is not making sufficient progress in its performance of this Agreement outlined in Exhibit A, Scope of Services, or is not

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materially complying with any term or provision provided herein, including the following:

1. The SUBRECIPIENT ineffectively or improperly uses the funds allocated under this Agreement;
2. The SUBRECIPIENT does not furnish the Certificates of Insurance required by Article XI, Section 11.3, of this Agreement, if applicable, or the insurance expires or is canceled, or as otherwise determined by the COUNTY's Internal Services Department, Risk Management Division;
3. The SUBRECIPIENT does not submit or submits incomplete or incorrect required reports;
4. The SUBRECIPIENT refuses to allow the COUNTY, the United States Department of Health and Human Services, the United States Comptroller General, the United States Office of the Inspector General, or their authorized representatives access to records or refuses to allow the COUNTY to monitor, evaluate, and review the SUBRECIPIENT's programs funded under this Agreement;
5. The SUBRECIPIENT discriminates under any of the laws outlined in this Agreement;
6. The SUBRECIPIENT, if required, fails to offer or provide Domestic Violence Leave to its employees pursuant to the related Code of Miami-Dade County;
7. The SUBRECIPIENT falsifies or violates the provisions of the Drug Free Workplace Affidavit;
8. The SUBRECIPIENT attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement;
9. The SUBRECIPIENT fails to correct deficiencies found during a monitoring visit, evaluation, desk audit, or record review within the specified time;
10. The SUBRECIPIENT fails to meet the material terms and conditions of any obligation under any contract or any repayment schedule to the COUNTY or any of its agencies or instrumentalities;
11. The SUBRECIPIENT fails to meet any of the terms and conditions of the Miami-Dade County Vendor Affidavits (Exhibit C, Attachment A, of this Agreement), the State Public Entities Crime Affidavit (Exhibit C, Attachment B, of this Agreement), the Subcontractor/Supplier Affidavit, if applicable (Exhibit C, Attachments C.1 and C.2, of this Agreement), the Collusion Affidavit (Exhibit C, Attachment D, of this Agreement), the Due Diligence Affidavit (Exhibit C, Attachment E, of this Agreement), and the Federal Subaward Notification (Exhibit C, Attachment G, of this Agreement); or

12. The SUBRECIPIENT fails to fulfill in a timely and proper manner any and all of its material obligations, covenants, agreements, and stipulations in this Agreement.

The SUBRECIPIENT shall be given written notice of the claimed breach and ten (10) days to cure same. Unless the SUBRECIPIENT's breach is waived by the COUNTY in writing, or unless the SUBRECIPIENT fails, after receiving written notice of the claimed breach by the COUNTY to take steps to cure the breach within ten (10) days after receipt of notice of the breach, the COUNTY may, by written notice to the SUBRECIPIENT, terminate this Agreement upon no less than thirty (30) days. Said notice shall be sent by certified mail with return receipt requested, or in person with proof of delivery. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement.

Notwithstanding the COUNTY's right to terminate this Agreement pursuant to this Article, the SUBRECIPIENT shall be liable to the COUNTY, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as it may be amended, if applicable, for damages sustained by the COUNTY by virtue of any breach of this Agreement or any other agreement by the SUBRECIPIENT, and the COUNTY may withhold any payments due to the SUBRECIPIENT until such time as the exact amount of damages due to the COUNTY from the SUBRECIPIENT is determined and properly settled. Additionally, the COUNTY retains the right to withhold, seek reimbursement of, or recapture any funds disbursed to the SUBRECIPIENT to which the SUBRECIPIENT was not entitled. The SUBRECIPIENT shall be responsible, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as it may be amended, if applicable, for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

In the event this Agreement is terminated, the SUBRECIPIENT shall provide the COUNTY with a Transitional Plan no later than thirty (30) calendar days after receipt of any notice of termination or Notice of Event of Default from the SUBRECIPIENT or the COUNTY. This Transitional Plan shall include, but is not limited to, steps the SUBRECIPIENT shall take to ensure that their clients are notified in a timely manner of the cessation of services under this Agreement and a plan for referral to an alternate COUNTY-approved subrecipient organization. Additional requirements for the Transitional Plan may be included at the COUNTY's sole discretion.

Article XV **Event of Default**

- 15.1 An Event of Default shall mean a breach of this Agreement by the SUBRECIPIENT. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
 - A. the SUBRECIPIENT has not delivered Deliverables in a timely manner.

EXHIBIT A

- B. the SUBRECIPIENT has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff/Personnel;
 - C. the SUBRECIPIENT has failed to make prompt payment to subcontractors or suppliers for any Services;
 - D. the SUBRECIPIENT has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the SUBRECIPIENT's creditors, or the SUBRECIPIENT has taken advantage of any insolvency statute or debtor/creditor law or if the SUBRECIPIENT's affairs have been put in the hands of a receiver;
 - E. the SUBRECIPIENT has failed to obtain the approval of the COUNTY where required by this Agreement;
 - F. the SUBRECIPIENT has failed to provide "adequate assurances" as required under Section 15.2 below;
 - G. the SUBRECIPIENT has failed in the representation of any warranties stated herein;
 - H. the SUBRECIPIENT has failed to comply with the public records disclosure requirements set forth in Section 119.0701, Florida Statutes, and in Article II, Section 2.1 (QQ) of this Agreement; or
 - I. the SUBRECIPIENT has failed to comply with any other requirements set forth in this Agreement.
- 15.2 When, in the opinion of the COUNTY, reasonable grounds for uncertainty exist with respect to the SUBRECIPIENT's ability to perform the Services or any portion thereof, the COUNTY may request that the SUBRECIPIENT, within the time frame set forth in the COUNTY's request, provide adequate assurances to the COUNTY, in writing, of the SUBRECIPIENT's ability to perform in accordance with terms of this Agreement. Until the COUNTY receives such assurances, the COUNTY may request an adjustment to the compensation received by the SUBRECIPIENT for portions of the services which the SUBRECIPIENT has not performed. In the event that the SUBRECIPIENT fails to provide to the COUNTY the requested assurances within the prescribed time frame, the COUNTY may:
- A. treat such failure as a repudiation of this Agreement;
 - B. resort to any remedy for breach provided herein or at law, including, but not limited to, taking over the performance of the services or any part thereof either by itself or through others.
- 15.3 In the event the COUNTY shall terminate this Agreement for default, the COUNTY or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data, excluding such original reports, documents, and data that must remain in custody of the SUBRECIPIENT for regulatory reasons, statutory reasons, or accreditation requirements.

Article XVI
Notice of Default – Opportunity to Cure/Termination

- 16.1 If an Event of Default occurs, in the determination of the COUNTY, the COUNTY may so notify the SUBRECIPIENT ("Default Notice"), specifying the basis for such default, and advising the SUBRECIPIENT that such default must be cured immediately or this Agreement with the COUNTY may be terminated. Notwithstanding, the COUNTY may, in its sole discretion, allow the SUBRECIPIENT to rectify the default to the COUNTY's reasonable satisfaction within a thirty (30) calendar day period. The COUNTY may grant an additional period of such duration as the COUNTY shall deem appropriate without waiver of any of the COUNTY's rights hereunder, so long as the SUBRECIPIENT has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) calendar day period or any other period which the COUNTY prescribes. The default notice shall specify the date the SUBRECIPIENT shall discontinue the Services upon the Termination Date.

Article XVII
Remedies in the Event of Default

- 17.1 If an Event of Default occurs, the SUBRECIPIENT shall be liable for all damages, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as may be amended, if applicable, resulting from the default, including, but not limited to:
- A. lost revenues;
 - B. the difference between the cost associated with procuring services hereunder and the amount actually expended by the COUNTY for reprourement of Services, including procurement and administrative costs; or
 - C. such other direct damages.
- 17.2 The SUBRECIPIENT shall also remain liable for any liabilities and claims related to the SUBRECIPIENT's default, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as may be amended, if applicable.
- 17.3 The COUNTY may also bring any suit or proceeding for specific performance or for an injunction.

Article XVIII
Office of Inspector General / Independent Private Sector Inspectors General /
U.S. Department of Health and Human Services (DHHS) Inspector General

18.1 **Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the COUNTY has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the COUNTY deems it appropriate to do so. Upon written notice

from the COUNTY, the SUBRECIPIENT shall make available to the IPSIG retained by the COUNTY, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The COUNTY shall be responsible for the payment of these IPSIG services, and under no circumstance shall the SUBRECIPIENT's prices and any changes thereto approved by the COUNTY, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the SUBRECIPIENT, its officers, agents, employees, Subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the COUNTY to conduct an audit or investigate the operations, activities and performance of the SUBRECIPIENT in connection with this Agreement. The terms of this Article shall not impose any liability on the COUNTY by the SUBRECIPIENT or any third party.

18.2 Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all COUNTY contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the COUNTY from progress payments to the SUBRECIPIENT. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; **(m) federal, state and local government-funded grants;** and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all COUNTY contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed COUNTY and SUBRECIPIENT contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal

submittals, activities of the SUBRECIPIENT, its officers, agents and employees, lobbyists, COUNTY staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the SUBRECIPIENT from the Inspector General or IPSIG retained by the Inspector General, the SUBRECIPIENT shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the SUBRECIPIENT's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

18.3 DHHS Inspector General

Pursuant to Article II, Section 2.1 (J) of this Agreement, authorized representatives of the DHHS may audit SUBRECIPIENT's books, records and electronic files. The DHHS Inspector General also maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, U.S. Department of Health and Human Services, Attention: OIG HOTLINE OPERATIONS, P.O. Box 23489, Washington, DC 20026; Telephone: 1-800-447-8477 (1-800-HHS-TIPS); Fax: 1-800-223-8164; TTY: 1-800-377-4950; or on-line at <https://oig.hhs.gov/contact-us/>.

Article XIX
Miscellaneous Provisions

- 19.1 Notice under this Agreement shall be sufficient if made in writing, delivered personally, or sent via U.S. mail, electronic mail, facsimile, or certified mail with return receipt requested and postage prepaid, to the parties at the following addresses (or to such other party and at such other address as a party may specify by notice to others) and as further specified within this Agreement. If notice is sent via electronic mail or facsimile, confirmation of the correspondence being sent will be maintained in the sender's files.

If to the COUNTY:

Miami-Dade County
Office of Management and Budget-Grants Coordination
Ryan White Program
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Daniel T. Wall, Assistant Director
Electronic mail: dtw@miamidade.gov

If to the SUBRECIPIENT:

[contact person's name]
[contact person's title]
[full legal name of agency]
[address]
[City, ST Zip]
Electronic mail: [enter email address]

Either party may at any time designate a different address or contact person(s) by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

- 19.2 This Agreement, in conjunction with the SUBRECIPIENT's approved service proposal submitted in response to a corresponding Request for Proposals process conducted by the COUNTY and incorporated herein by reference, is the complete and exclusive statement of all the arrangements between the COUNTY and the SUBRECIPIENT regarding the provision of the services described in Exhibit A and Exhibit B of this Agreement.
- 19.3 In addition, the SUBRECIPIENT must comply with all applicable COUNTY contracting requirements, including all required affidavits referenced in this Agreement.
- 19.4 Except as otherwise enumerated herein, no amendment to this Agreement shall be binding on either party unless in writing and signed by both parties and approved by the County Attorney's Office, provided, however, that the COUNTY may effect amendments to this Agreement without the written consent of the SUBRECIPIENT, to conform this Agreement to changes in the laws, directives, guidelines, and objectives of COUNTY, State, and Federal governments. The parties intend to comply with applicable law and regulations governing health care service provision. The parties further agree to restructure or amend this Agreement, if necessary, to facilitate such compliance.
- 19.5 Nothing herein shall alter, affect, modify, change, or extend any other agreement between the SUBRECIPIENT and the COUNTY, or any department of the COUNTY unless specifically stated herein.
- 19.6 All reports, plan surveys, information documents, tapes and recordings, maps, electronic files, other data and procedures, developed, prepared, assembled or completed by the SUBRECIPIENT or its Subcontractor(s) for the purpose of this Agreement, including all information stored in the local Ryan White Program Service Delivery Information System, shall become the property of the COUNTY, unless otherwise required by law or regulation, without restriction, reservation or limitation of their use and shall be made available by the SUBRECIPIENT or its Subcontractor(s) at any time upon request by the COUNTY. Upon completion of all work contemplated or performed under this Agreement, copies of all of the above data shall be delivered to the COUNTY upon request and in the specified format.
- 19.7 When issuing statements, press releases, request for proposals, bid solicitations and other HRSA-supported publications and forums describing projects or programs funded

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in whole or in part with HRSA funding, the following acknowledgement and disclaimer must be included on all products produced by HRSA grant funds:

"This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (specify grant number [H89HA00005], title [CFDA #93.914 - HIV Emergency Relief Project Grants], total award amount and percentage financed with nongovernmental sources). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."

Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies, needs assessment reports, research studies, and issues briefs.

- 19.8 Under no circumstances shall the SUBRECIPIENT without the express written consent of the COUNTY:
- A) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the COUNTY, or the Work being performed hereunder, unless the SUBRECIPIENT first obtains the written approval of the COUNTY. Such approval may be withheld if for any reason the COUNTY believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
 - B) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the COUNTY; and
 - C) Except as may be required by law, the SUBRECIPIENT and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the SUBRECIPIENT or such parties has been approved or endorsed by the COUNTY or the Federal government.
- 19.9 In accordance with Miami-Dade County Administrative Order No. 3-29, SUBRECIPIENTS that are in arrears to the COUNTY in excess of the enforcement threshold are prohibited from obtaining new COUNTY contracts or extensions of contracts until such time as the arrearage has been paid in full or the COUNTY has agreed in writing to an approved payment plan.
- 19.10 In accordance with Miami-Dade County Ordinance No. 08-113, and the Code of Miami-Dade County Section 2-8.1.1, collusion in bidding for COUNTY contracts is prohibited. Two (2) or more related parties shall be presumed collusive if each submits a bid or proposal for any COUNTY purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Florida Statutes), lease, permit, concession or management agreements regardless of the value of the contract being solicited. SUBRECIPIENT is required to submit an affidavit (see Exhibit C, Attachment

D, of this Agreement) regarding their relation to other bidders for similar purchases or services, except those excluded from this provision.

Article XX
Business Applications and Forms

- 20.1 Business Application. If applicable, the SUBRECIPIENT shall be a registered vendor with the COUNTY's Internal Services Department, Procurement Management Division, for the duration of this Agreement. It is the responsibility of the SUBRECIPIENT to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.
- 20.2 Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the Miami-Dade County's Commission on Ethics and Public Trust prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Miami-Dade County Commission on Ethics and Public Trust. The Ethics Commission can be reached by calling the Ethics 24-hour Hotline at (786) 314-9560, or by visiting the Ethics Commission's website at: <http://ethics.miamidade.gov/contact.asp>.

Article XXI
Patent and Copyright Indemnification

- 21.1 The SUBRECIPIENT warrants that all Deliverables furnished hereunder, including but not limited to, equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- 21.2 The SUBRECIPIENT shall be liable and responsible for any and all claims made against the COUNTY for infringement of patents, copyrights, service marks, trade secrets, other intellectual property rights, or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the COUNTY's continued use of the Deliverables furnished hereunder. Accordingly, the SUBRECIPIENT at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the COUNTY, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as may be amended, if applicable, and defend any action brought against the COUNTY with respect to any claim, demand, cause of action, debt, or liability.

- 21.3 In the event any Deliverable or anything provided to the COUNTY hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the SUBRECIPIENT shall have the obligation to, at the COUNTY's option to (1) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (2) procure for the COUNTY, at the SUBRECIPIENT's expense, the rights provided under this Agreement to use the item(s).
- 21.4 The SUBRECIPIENT shall be solely responsible for determining and informing the COUNTY whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The SUBRECIPIENT shall enter into agreements with all suppliers and subcontractors at the SUBRECIPIENT's own risk. The COUNTY may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the COUNTY's judgment, use thereof would delay the Work or be unlawful.
- 21.5 SUBRECIPIENT acknowledges that the Agreement and any other documents submitted to the COUNTY or obtained by the COUNTY pursuant to this Agreement will be a public document, and may be available for inspection and copying by the public pursuant to the Florida Public Records Act notwithstanding any statements of confidentiality, proprietary information, copyright information, or similar notation. Failure to adhere to this provision will result in a negative audit finding, cost disallowance, or grant funding offset. Notwithstanding the foregoing, should information be deemed confidential and/or statutorily exempted from disclosure pursuant to the provisions and the limitations of Section 395.3035, Florida Statute, as it may be amended, or otherwise, the parties agree that such information shall be afforded the appropriate statutory protections.

Article XXII
Bankruptcy

- 22.1 The COUNTY reserves the right to terminate this Agreement, if, during the term of any contract the SUBRECIPIENT has with the COUNTY, the SUBRECIPIENT becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the SUBRECIPIENT under Federal bankruptcy law or any State insolvency law.

Article XXIII
Order of Precedence

- 23.1 All transactions are subject to the terms of the documents listed below, which are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between this Agreement and Exhibits "A" through "C" will be resolved in the order in which they are listed.

1. The Terms and Conditions in this Agreement;
2. The special conditions contained in Exhibits "A" through "C" attached herewith:

Exhibit A – Scope of Service(s)

Exhibit B – Budget

Exhibit C – Affidavits and Authorized Signatures

- o Miami-Dade County Affidavits (Attachment A)
- o State Public Entities Crime Affidavit (Attachment B)
- o Subcontractor and Supplier Affidavit (Provider's Disclosure of Subcontractors and Suppliers) (Attachment C.1)
- o ISD Form 7 – Subcontractor/Supplier Listing (Attachment C.2)
- o Collusion Affidavit (Attachment D)
- o Due Diligence Affidavit (Attachment E)
- o Authorized Signature Form (Attachment F)
- o Federal Subaward Notification (Attachment G)

Article XXIV Rules of Interpretation

- 24.1 References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- 24.2 Reference to any agreement, website link, laws, regulations, ordinance, resolutions, executive orders, or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- 24.3 Reference to any agreement, website link, laws, regulations, ordinance, resolutions, executive orders, or other instrument shall be deemed to be incorporated into this Agreement by reference.
- 24.4 The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- 24.5 The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

Article XXV Survival

- 25.1 The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the SUBRECIPIENT and the COUNTY under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

Article XXVI
Nature of the Agreement

- 26.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- 26.2 The SUBRECIPIENT shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the COUNTY in all aspects of the Services performed hereunder.
- 26.3 The SUBRECIPIENT acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the SUBRECIPIENT shall perform the same as though they were specifically mentioned, described and delineated.
- 26.4 The SUBRECIPIENT acknowledges that the COUNTY shall be responsible for making all policy decisions regarding the Scope of Services. The SUBRECIPIENT agrees to provide input on policy issues in the form of recommendations. The SUBRECIPIENT agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the COUNTY. The SUBRECIPIENT agrees to act in an expeditious and fiscally sound manner in providing the COUNTY with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

Article XXVII
Mutual Obligations

- 27.1 This Agreement, including all exhibits, attachments, and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- 27.2 Except as provided herein, all conditions of this Agreement hereunder are imposed solely and exclusively for the benefit of the COUNTY, the SUBRECIPIENT and HRSA, and their successors and assigns. No other person shall have standing to require satisfaction of such conditions, and no other person shall under any circumstances, be deemed to be a beneficiary of this Agreement. Further, the COUNTY makes no representations and assumes no duties or obligations as to third parties concerning the

quality of the Services provided by the SUBRECIPIENT. The SUBRECIPIENT shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the COUNTY.

- 27.3 The Parties acknowledge that the Ryan White Program Part A grant funds, including MAI funds where applicable, allocated to the SUBRECIPIENT, or to any other participating party, as described in this Agreement, shall not be deemed to be an assignment of such funds. Accordingly, neither the SUBRECIPIENT nor any other participating party, shall succeed to any rights or benefits of the COUNTY under the COUNTY's Notice of Award with HRSA, or attain any privileges, authorities, interests, or rights in or under the COUNTY's Notice of Award. The SUBRECIPIENT further agrees to include this disclaimer in each of its future agreements or contracts with any partner, participating party, or any other party involving the use of the Ryan White Program Part A grant funds, including MAI funds where applicable.
- 27.4 The Parties acknowledge that nothing contained in the COUNTY's Notice of Award with HRSA, or in any agreement between the parties shall be deemed or construed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving HRSA, except between HRSA and the COUNTY as provided under the terms of the COUNTY's Notice of Award.
- 27.5 In those situations where this Agreement imposes an indemnity obligation on the SUBRECIPIENT, the COUNTY may, at its expense, elect to participate in the defense if the COUNTY should so choose. Furthermore, the COUNTY may at its own expense defend or settle any such claims if the SUBRECIPIENT fails to diligently defend such claims, and thereafter seek indemnity for costs from the SUBRECIPIENT.
- 27.6 Nothing herein shall alter, affect, modify, change or extend any other agreement between the SUBRECIPIENT and the COUNTY, or any department of the COUNTY unless specifically stated herein.
- 27.7 The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section, if the remainder would then conform to the requirements of applicable law.
- 27.8 This Agreement shall be governed under the laws of the State of Florida as to all matters, including, but not limited to, matters of validity, construction, effect and performance. Venue for any litigation between parties regarding this Agreement shall lie only in State and Federal court in Miami-Dade County, Florida.
- 27.9 **Review of this Agreement.** Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the review of this Agreement.
- 27.10 This Agreement is executed in three (3) counterparts, and each counterpart shall constitute an original of this Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

EXHIBIT A

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

SUBRECIPIENT

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Authorized Person OR Notary
Public

Print
Name: _____

Title: _____

Date: _____

Corporate Seal OR Notary Seal/Stamp

MIAMI-DADE COUNTY

By: _____

Name: Carlos A. Gimenez

Title: Mayor

Date: _____

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By: _____

Name: _____
Deputy Clerk

Date: _____

Approved for form and legal sufficiency:

Terrence A. Smith
Assistant County Attorney

Memorandum



Date: December 18, 2012

To: Honorable Vice Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

Agenda Item No. 8(G)(1)

From: Carlos A. Gimenez
Mayor

Subject: Recommendations for Contract Awards Under Ryan White Treatment Extension Act of 2009 Request for Proposal (RFP) No. 0313, "Health and Support Services for Persons Living with HIV/AIDS"

Resolution No. R-1072-12

Recommendation

It is recommended that the Board of County Commissioners (Board) approve contract awards as presented in Attachment A, totaling \$19 million from funding expected to be received by Miami-Dade County under Part A and Minority AIDS Initiative (MAI) of the Ryan White Treatment Extension Act of 2009 in March 2013.

It is also recommended that the Board authorize the County Mayor or County Mayor's designee to negotiate, execute, amend, and extend said contracts after approval by the County Attorney's Office and execution by the agencies named herein. These contracts shall automatically renew on an annual basis at the end of each term for one year, not to exceed five years from the end of the initial contract term, with the approval of both parties and upon execution of a renewal agreement containing the same terms and conditions except for necessary adjustments to the maximum amounts payable.

Scope

The impact of this resolution is countywide as the HIV/AIDS related health and support services will be provided to low-income populations living with HIV/AIDS residing throughout Miami-Dade County.

When awarded funding by the U.S. Department of Health and Human Services, this grant will provide more than 10,000 low-income persons living with HIV/AIDS with HIV-related health and support services including outpatient medical care, prescription drugs, medical case management, substance abuse residential and outpatient treatment, mental health therapy, oral health care, food bank, legal assistance, insurance continuation assistance, transportation vouchers, and outreach services.

Fiscal Impact

Approval of this item allocates \$19 million of federal grant funding. No County matching funds are required.

The \$24 million requested by the County to the U.S. Department of Health and Human Services include these award recommendations, the County's administrative cost cap including funding for the Miami-Dade HIV/AIDS Partnership staff support and quality management services, an allocation for the Ryan White Program's centralized case management information system

Track Record/Monitor

The Office of Management and Budget - Grants Coordination Division has been designated as the County entity responsible for entering into contracts with public or not-for-profit community-based organizations that will provide the above mentioned services to persons living with HIV/AIDS. Ryan White Program staff in the Grants Coordination Division of the Office of Management and Budget will be responsible for monitoring Ryan White contracts for compliance with all programmatic, fiscal, and administrative requirements.

Background

Due to the high incidence of HIV/AIDS cases, Miami-Dade County has applied to receive approximately \$24 million in grant funds for 2013 pursuant to Part A and MAI under the Ryan White Treatment Extension Act of 2009. The \$24 million requested include \$19 million for these award recommendations. These funds are

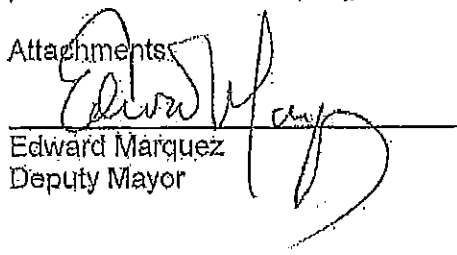
awarded to relieve the overwhelming burden of the HIV epidemic and the continued need for health care and social support services in Eligible Metropolitan Areas. Award notification from the Department of Health and Human Services Health Resources Services Administration is expected by March 2013. All awards will be contingent upon final award notification.

As required by the Ryan White Act, the Board created and established the Miami-Dade HIV/AIDS Partnership (Partnership) to determine the needs and service priorities in our community, and to allocate Ryan White Part A and MAI funds to service priority areas. Under federal law, the County must award contracts in accordance with the priorities and total funding allocations set by the Partnership. Consistent with the priorities and allocations of the Partnership for the Ryan White Act, a competitive Request for Proposal (RFP) process was conducted by the Office of Management and Budget's Ryan White Program for the period of March 1, 2013 to February 29, 2014 with up to five, one-year options to renew. The Partnership's priorities and allocations were included in RFP No. 0313, entitled "HIV Health and Support Services for Persons Living with HIV/AIDS," soliciting the following services: ambulatory outpatient medical care, Minority AIDS Initiative ambulatory outpatient medical care, prescription drugs, MAI prescription drugs, oral health care, medical case management, MAI medical case management, substance abuse treatment - residential, MAI substance abuse treatment - residential, substance abuse treatment - outpatient, mental health therapy/counseling, outreach services, MAI outreach services, food bank, insurance services, legal assistance, and transportation services (vouchers).

Five Evaluation/Selection Committees were appointed to review 121 individual service proposals received from 25 providers in response to the RFP. Although the projected amount available for direct services solicited in this RFP is \$19 million, the amount requested by the proposing applicants was over \$43 million. The allocations presented in Attachment A total \$19 million and reflect the recommendations of the committees, consistent with the priorities and total allocation amounts established by the Partnership. Attachment B is a spreadsheet that details all organizations which applied to this RFP and the proposal scores. It should be noted that due to the significant discrepancy in funding requested versus the amount that is available, a funding threshold score of 80 or higher was established by the Evaluation/Selection Committees.

Due to federal requirements, all grant funds must be spent prior to the end of the grant period (February 29, 2014). In order to ensure that all funds are expended in accordance with this requirement, the authority to amend these contracts shall include the right to reallocate Part A and MAI funds to service providers awarded contracts under this or subsequent resolutions awarding these funds. This authority is appropriate and necessary for two reasons: first, the County must comply with binding decisions of the Partnership regarding the reprioritization of Part A and MAI funds that are projected to be unexpended; second, the federal granting agency, the U.S. Health Resources and Services Administration, makes receipt of additional funds contingent upon the rapid reprioritization and reallocation of these dollars to service providers that are able to spend additional monies prior to the end of the grant period.

Attachments


Edward Marquez
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Vice Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: December 18, 2012

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(G)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's _____, 3/5's _____, unanimous _____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(G)(1)
12-18-12

RESOLUTION NO. R-1072-12

RESOLUTION APPROVING COUNTY MAYOR'S RECOMMENDATIONS FOR AWARD OF CONTRACTS IN THE TOTAL AMOUNT OF \$19,000,000 FOR HEALTH AND SUPPORT SERVICES FOR PERSONS LIVING WITH HIV/AIDS UNDER PART A AND MINORITY AIDS INITIATIVE OF THE RYAN WHITE TREATMENT EXTENSION ACT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, ON BEHALF OF MIAMI-DADE COUNTY, TO NEGOTIATE, EXECUTE, AMEND, EXTEND, EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND EXERCISE ALL OTHER RIGHTS CONTAINED IN CONTRACTS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The Board approves the recommendations for contract awards in the total amount of \$19,000,000 for health and supportive services for persons living with HIV/AIDS under Part A and Minority AIDS Initiative of the Ryan White Treatment Extension Act, as more fully set forth in Attachment A of the Mayor's memorandum.

Section 2. The Board further authorizes the County Mayor or the County Mayor's designee, on behalf of Miami-Dade County, to negotiate, execute, amend, extend, exercise any cancellation and renewal provisions, and exercise all other rights contained in the contracts, subject to approval by the County Attorney's Office.

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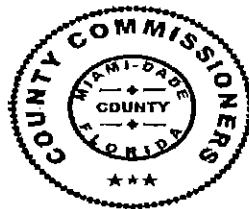
The foregoing resolution was offered by Commissioner **Sally A. Heyman**,
who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa**
and upon being put to a vote, the vote was as follows:

| | | | |
|-------------------------------------|-----|----------------------|--------|
| Audrey M. Edmonson, Vice Chairwoman | aye | | |
| Bruno A. Barreiro | aye | Lynda Bell | aye |
| Esteban L. Bovo, Jr. | aye | Jose "Pepe" Diaz | aye |
| Sally A. Heyman | aye | Barbara J. Jordan | aye |
| Jean Monestime | aye | Dennis C. Moss | aye |
| Rebeca Sosa | aye | Sen. Javier D. Souto | absent |
| Xavier L. Suarez | aye | Juan C. Zapata | aye |

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of December, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK



By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

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ATTACHMENT A

Page 1

**The following contracts will be effective March 1, 2013 through February 29, 2014
upon approval by the Board of County Commissioners and ratification by the
Mayor of Miami-Dade County (contingent upon final federal notice of
Ryan White grant award)
[awards listed in order of Miami-Dade HIV/AIDS Partnership priority]**

Outpatient Medical Care (General HIV/AIDS Population) (\$7,803,000)

| | |
|--|-------------|
| AIDS Healthcare Foundation | \$631,363 |
| Borinquen Health Care Center | \$46,305 |
| Care Resource | \$964,508 |
| Citrus Health Network | \$41,280 |
| Community Health of South Florida, Inc. | \$221,793 |
| Jessie Trice Community Health Center, Inc. | \$37,100 |
| Miami Beach Community Health Center, Inc. | \$2,465,231 |
| Public Health Trust/Jackson Health System | \$1,756,431 |
| University of Miami | \$1,638,989 |

Minority AIDS Initiative (MAI) Outpatient Medical Care (\$920,000)

| | |
|---|-----------|
| Borinquen Health Care Center | \$168,964 |
| Care Resource | \$133,967 |
| Community Health of South Florida, Inc. | \$25,679 |
| Miami Beach Community Health Center, Inc. | \$378,000 |
| Public Health Trust/Jackson Health System | \$125,632 |
| University of Miami | \$87,758 |

Prescription Drugs (\$527,000)

| | |
|---|-----------|
| AIDS Healthcare Foundation | \$366,200 |
| Citrus Health Network | \$14,400 |
| Community Health of South Florida, Inc. | \$8,800 |
| Miami Beach Community Health Center | \$13,600 |
| Public health Trust/Jackson Health System | \$124,000 |

Minority AIDS Initiative (MAI) Prescription Drugs (\$100,000)

| | |
|---|----------|
| Community Health of South Florida, Inc. | \$34,340 |
| Miami Beach Community Health Center, Inc. | \$65,660 |

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ATTACHMENT A

Page 2

Oral Health Care (\$1,649,000)

| | |
|--|-----------|
| Borinquen Health Care Center, Inc. | \$137,452 |
| Care Resource | \$334,134 |
| Citrus Health Network | \$26,400 |
| Community Health of South Florida, Inc. | \$77,655 |
| Jessie Trice Community Health Center, Inc. | \$27,255 |
| Miami Beach Community Health Center, Inc. | \$452,560 |
| Public Health Trust/Jackson Health System | \$593,544 |

Medical Case Management (General HIV/AIDS Population) (\$3,298,000)

| | |
|--|-------------|
| AIDS Healthcare Foundation | \$212,500 |
| Borinquen Health Care Center, Inc. | \$146,250 |
| Care Resource | \$510,000 |
| Citrus Health Network | \$70,338 |
| Community Health of South Florida, Inc. | \$127,500 |
| Empower U, Inc. | \$58,500 |
| Helen B. Bentley, Inc. | \$35,000 |
| Jessie Trice Community Health Center, Inc. | \$54,587 |
| Miami Beach Community Health Center, Inc. | \$731,250 |
| Public Health Trust/Jackson Health System | \$1,191,075 |
| University of Miami | \$75,000 |
| The Village South, Inc. | \$86,000 |

Minority AIDS Initiative (MAI) Medical Case Management (\$680,000)

| | |
|--|-----------|
| Borinquen Health Care Center, Inc. | \$71,000 |
| Care Resource | \$212,301 |
| Community Health of South Florida, Inc. | \$37,000 |
| Empower U, Inc. | \$207,000 |
| Jessie Trice Community Health Center, Inc. | \$17,453 |
| Public Health Trust/Jackson Health System | \$135,246 |

Substance Abuse Counseling – Residential (\$1,768,000)

| | |
|---|-------------|
| Better Way of Miami, Inc. | \$258,000 |
| Miami Beach Community Health Center, Inc. | \$104,200 |
| The Village South, Inc. | \$1,405,800 |

Minority AIDS Initiative (MAI) Substance Abuse Counseling – Residential (\$180,000)

| | |
|---------------------------|-----------|
| Better Way of Miami, Inc. | \$180,000 |
|---------------------------|-----------|

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ATTACHMENT A
Page 3

Substance Abuse Counseling – Outpatient (\$102,000)

| | |
|---------------------------|-----------|
| Better Way of Miami, Inc. | \$ 23,255 |
| Care Resource | \$ 17,147 |
| Empower U, Inc. | \$ 17,464 |
| The Village South, Inc. | \$ 44,134 |

Mental Health Therapy/Counseling (\$238,000)

| | |
|---|----------|
| Care Resource | \$65,523 |
| Empower U, Inc. | \$25,000 |
| Miami Beach Community Health Center, Inc. | \$43,192 |
| Public Health Trust/Jackson Health System | \$17,810 |
| University of Miami | \$86,475 |

Health Insurance Services (\$680,000)

| | |
|---|-----------|
| Miami Beach Community Health Center, Inc. | \$680,000 |
|---|-----------|

Outreach Services (General HIV/AIDS Population) (\$289,000)

| | |
|---|-----------|
| AIDS Healthcare Foundation | \$ 36,446 |
| Borinquen Health Care Center, Inc. | \$33,880 |
| Care Resource | \$36,446 |
| Community Health of South Florida, Inc. | \$36,446 |
| Empower U, Inc. | \$36,446 |
| Public Health Trust/Jackson Health System | \$36,446 |
| University of Miami | \$36,444 |
| The Village South, Inc. | \$36,446 |

Minority AIDS Initiative (MAI) Outreach Services (\$120,000)

| | |
|---|----------|
| Borinquen Health Care Center, Inc. | \$20,573 |
| Care Resource | \$40,000 |
| Community Health of South Florida, Inc. | \$9,713 |
| Empower U, Inc. | \$40,000 |
| University of Miami | \$9,714 |

Food Bank (\$357,000)

| | |
|-----------------------------|-----------|
| Food for Life Network, Inc. | \$357,000 |
|-----------------------------|-----------|

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ATTACHMENT A
Page 4

Legal Assistance (\$153,000)

| | |
|---------------------------------------|-----------|
| Legal Services of Greater Miami, Inc. | \$153,000 |
|---------------------------------------|-----------|

Transportation Vouchers (\$136,000)

| | |
|---|----------|
| Borinquen Health Care Center, Inc. | \$ 9,429 |
| Care Resource | \$32,032 |
| Community Health of South Florida, Inc. | \$6,392 |
| Miami Beach Community Health Center, Inc. | \$14,801 |
| Public Health Trust/Jackson Health System | \$66,997 |
| The Village South, Inc. | \$6,349 |

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**HEALTH & SUPPORT SERVICES FOR PERSONS LIVING WITH HIV/AIDS
 RYAN WHITE PROGRAM
 RFP (NO. 0313) EVALUATION FORM
 October 1, 2012**

SERVICE CATEGORY:
 AMOUNT AVAILABLE:
 AMOUNT REQUESTED:

OUTPATIENT MEDICAL CARE

\$7,803,000

\$14,969,434

| NAME OF PROPOSING ORGANIZATION | AVERAGE SCORE |
|--|---------------|
| UNIVERSITY OF MIAMI | 87.20 |
| CARE RESOURCE | 86.60 |
| CITRUS HEALTH NETWORK | 85.40 |
| AIDS HEALTHCARE FOUNDATION (AHF) | 85.00 |
| PUBLIC HEALTH TRUST (DBA: JACKSON HEALTH SYSTEM) | 84.60 |
| MIAMI BEACH COMMUNITY HEALTH CENTER | 83.20 |
| JESSIE PRICE COMMUNITY HEALTH CENTER, INC. | 82.80 |
| BORINQUEN HEALTH CARE CENTER | 82.20 |
| COMMUNITY HEALTH OF SOUTH FLORIDA (CHI) | 81.20 |
| EMPOWER U | 77.60 |
| BAPTIST HEALTH OF SOUTH FLORIDA | 77.20 |
| HELEN B BENTLEY | 76.80 |

12 # COUNT OF AGENCIES SCORED

**HEALTH & SUPPORT SERVICES FOR PERSONS LIVING WITH HIV/AIDS
 RYAN WHITE PROGRAM
 RFP (NO. 0313) EVALUATION FORM
 October 1, 2012**

SERVICE CATEGORY:
 AMOUNT AVAILABLE:
 AMOUNT REQUESTED:

MAI - OUTPATIENT MEDICAL CARE

\$920,000

\$2,070,831

| NAME OF PROPOSING ORGANIZATION | AVERAGE SCORE |
|--|---------------|
| UNIVERSITY OF MIAMI | 86.80 |
| CARE RESOURCE | 86.00 |
| PUBLIC HEALTH TRUST (DBA: JACKSON HEALTH SYSTEM) | 85.00 |
| MIAMI BEACH COMMUNITY HEALTH CENTER | 83.00 |
| BORINQUEN HEALTH CARE CENTER | 82.20 |
| COMMUNITY HEALTH OF SOUTH FLORIDA (CHI) | 81.20 |
| JESSIE TRICE COMMUNITY HEALTH CENTER, INC. | 79.00 |
| EMPOWER U | 77.60 |
| BAPTIST HEALTH OF SOUTH FLORIDA | 76.60 |

9 # COUNT OF AGENCIES SCORED

**HEALTH & SUPPORT SERVICES FOR PERSONS LIVING WITH HIV/AIDS
 RYAN WHITE PROGRAM
 RFP (NO. 0313) EVALUATION FORM
 October 2, 2012**

SERVICE CATEGORY:
 AMOUNT AVAILABLE:
 AMOUNT REQUESTED:

PRESCRIPTION DRUGS**\$527,000****\$4,610,498**

| NAME OF PROPOSING ORGANIZATION | AVERAGE SCORE |
|--|---------------|
| CITRUS HEALTH NETWORK | 89.60 |
| COMMUNITY HEALTH OF SOUTH FLORIDA (CHI) | 86.60 |
| AIDS HEALTHCARE FOUNDATION (AHF) | 86.60 |
| PUBLIC HEALTH TRUST (DBA: JACKSON HEALTH SYSTEM) | 84.00 |
| MIAMI BEACH COMMUNITY HEALTH CENTER | 82.60 |
| BAPTIST HEALTH OF SOUTH FLORIDA | 77.80 |
| HELEN B BENTLEY | 75.60 |
| FLORIDA PHARMACY | 49.60 |
| BARBARA MEDS (DEREK ALVAREZ) | 0.00 |

9 # COUNT OF AGENCIES SCORED

**HEALTH & SUPPORT SERVICES FOR PERSONS LIVING WITH HIV/AIDS
 RYAN WHITE PROGRAM
 RFP (NO. 0313) EVALUATION FORM
 October 2, 2012**

SERVICE CATEGORY:
 AMOUNT AVAILABLE:
 AMOUNT REQUESTED:

| |
|---------------------------------|
| MAI - PRESCRIPTION DRUGS |
| \$100,000 |
| \$150,400 |

| NAME OF PROPOSING ORGANIZATION | AVERAGE SCORE |
|---|---------------|
| COMMUNITY HEALTH OF SOUTH FLORIDA (CHI) | 85.40 |
| MIAMI BEACH COMMUNITY HEALTH CENTER | 83.80 |

2 # COUNT OF AGENCIES SCORED

13

94

**HEALTH & SUPPORT SERVICES FOR PERSONS LIVING WITH HIV/AIDS
 RYAN WHITE PROGRAM
 RFP (NO. 0313) EVALUATION FORM
 October 2, 2012**

SERVICE CATEGORY:
AMOUNT AVAILABLE:
AMOUNT REQUESTED:

ORAL HEALTH CARE**\$1,649,000****\$3,742,373**

| NAME OF PROPOSING ORGANIZATION | AVERAGE SCORE |
|--|---------------|
| COMMUNITY HEALTH OF SOUTH FLORIDA (CHS) | 85.80 |
| CARE RESOURCE | 85.40 |
| BORINQUEN HEALTH CARE CENTER | 82.20 |
| JESSIE TRICE COMMUNITY HEALTH CENTER, INC. | 81.80 |
| MIAMI BEACH COMMUNITY HEALTH CENTER | 81.60 |
| CITRUS HEALTH NETWORK | 80.80 |
| PUBLIC HEALTH TRUST (DBA: JACKSON HEALTH SYSTEM) | 80.20 |
| UNIVERSITY OF MIAMI | 78.20 |

B # COUNT OF AGENCIES SCORED

**HEALTH & SUPPORT SERVICES FOR PERSONS LIVING WITH HIV/AIDS
 RYAN WHITE PROGRAM
 RFP (NO. 0313) EVALUATION FORM
 October 1, 2012**

SERVICE CATEGORY:
 AMOUNT AVAILABLE:
 AMOUNT REQUESTED:

HEALTH INSURANCE SERVICES

\$680,000

\$1,173,634

| NAME OF PROPOSING ORGANIZATION | AVERAGE SCORE |
|---|---------------|
| COMMUNITY HEALTH OF SOUTH FLORIDA (CHI) | 83.00 |
| MIAMI BEACH COMMUNITY HEALTH CENTER | 77.00 |

2 # COUNT OF AGENCIES SCORED

**HEALTH & SUPPORT SERVICES FOR PERSONS LIVING WITH HIV/AIDS
 RYAN WHITE PROGRAM
 RFP (NO. 0313) EVALUATION FORM
 October 3, 2012**

SERVICE CATEGORY:
 AMOUNT AVAILABLE:
 AMOUNT REQUESTED:

MEDICAL CASE MANAGEMENT

\$3,298,000

\$7,205,832

| NAME OF PROPOSING ORGANIZATION | AVERAGE SCORE |
|--|---------------|
| THE VILLAGE SOUTH | 94.20 |
| CARE RESOURCE | 92.00 |
| PUBLIC HEALTH TRUST (DBA: JACKSON HEALTH CENTER) | 91.20 |
| AIDS HEALTHCARE FOUNDATION (AHF) | 90.40 |
| COMMUNITY HEALTH OF SOUTH FLORIDA (CHI) | 89.40 |
| EMPOWER U | 87.20 |
| MIAMI BEACH COMMUNITY HEALTH CENTER | 87.20 |
| CITRUS HEALTH NETWORK | 85.20 |
| JESSE TRICE COMMUNITY HEALTH CENTER, INC. | 84.80 |
| BORINQUEN HEALTH CARE CENTER | 83.40 |
| HELEN B BENTLEY | 81.20 |
| UNIVERSITY OF MIAMI | 80.00 |
| BAPTIST HEALTH OF SOUTH FLORIDA | 64.40 |
| VICTORY COMMUNITY SERVICES, INC. | 59.40 |
| SUNSHINE FOR ALL | 55.60 |

15 # COUNT OF AGENCIES SCORED

16 97

**HEALTH & SUPPORT SERVICES FOR PERSONS LIVING WITH HIV/AIDS
 RYAN WHITE PROGRAM
 RFP (NO. 0313) EVALUATION FORM
 October 3, 2012**

SERVICE CATEGORY:
 AMOUNT AVAILABLE:
 AMOUNT REQUESTED:

MAI - MEDICAL CASE MANAGEMENT

\$680,000

\$1,317,146

| NAME OF PROPOSING ORGANIZATION | AVERAGE SCORE |
|--|---------------|
| CARE RESOURCE | 92.40 |
| PUBLIC HEALTH TRUST (DBA: JACKSON HEALTH SYSTEM) | 91.40 |
| COMMUNITY HEALTH OF SOUTH FLORIDA (CHI) | 89.20 |
| EMPOWER U | 87.00 |
| JESSIE TRICE COMMUNITY HEALTH CENTER, INC. | 84.40 |
| BORINQUEN HEALTH CARE CENTER | 83.20 |
| UNIVERSITY OF MIAMI | 80.20 |
| VICTORY COMMUNITY SERVICES, INC. | 59.80 |
| CENTER FOR INFORMATION AND ORIENTATION | 57.60 |
| SUNSHINE FOR ALL | 55.80 |

10 # COUNT OF AGENCIES SCORED

**HEALTH & SUPPORT SERVICES FOR PERSONS LIVING WITH HIV/AIDS
 RYAN WHITE PROGRAM
 RFP (NO. 0313) EVALUATION FORM
 October 4, 2012**

SERVICE CATEGORY:
AMOUNT AVAILABLE:
AMOUNT REQUESTED:

| |
|---|
| SUBSTANCE ABUSE COUNSELING - RESIDENTIAL |
| \$1,768,000 |
| \$2,345,328 |

| NAME OF PROPOSING ORGANIZATION | AVERAGE SCORE |
|-------------------------------------|---------------|
| THE VILLAGE SOUTH | 91.40 |
| MIAMI BEACH COMMUNITY HEALTH CENTER | 85.40 |
| BETTER WAY OF MIAMI | 84.80 |

3 # COUNT OF AGENCIES SCORED

HEALTH & SUPPORT SERVICES FOR PERSONS LIVING WITH HIV/AIDS
 RYAN WHITE PROGRAM
 RFP (NO. 0313) EVALUATION FORM
 October 4, 2012

SERVICE CATEGORY:
 AMOUNT AVAILABLE:
 AMOUNT REQUESTED:

MAI - SUBSTANCE ABUSE RESIDENTIAL
 \$180,000
 \$312,416

| NAME OF PROPOSING ORGANIZATION | AVERAGE SCORE |
|--------------------------------|---------------|
| BETTER WAY OF MIAMI | 84.80 |

1 # COUNT OF AGENCIES SCORED

**HEALTH & SUPPORT SERVICES FOR PERSONS LIVING WITH HIV/AIDS
 RYAN WHITE PROGRAM
 RFP (NO. 0313) EVALUATION FORM
 October 4, 2012**

SERVICE CATEGORY:
AMOUNT AVAILABLE:
AMOUNT REQUESTED:

**SUBSTANCE ABUSE COUNSELING -
 OUTPATIENT**
\$102,000
\$367,236

| NAME OF PROPOSING ORGANIZATION | AVERAGE SCORE |
|--|---------------|
| CARE RESOURCE | 91.80 |
| THE VILLAGE SOUTH | 89.40 |
| EMPOWER U | 88.80 |
| BETTER WAY OF MIAMI | 85.60 |
| PUBLIC HEALTH TRUST (DBA: JACKSON HEALTH SYSTEM) | 84.80 |
| BORINQUEN HEALTH CARE CENTER | 82.80 |
| COMMUNITY HEALTH OF SOUTH FLORIDA (CHI) | 82.80 |

7 # COUNT OF AGENCIES SCORED

**HEALTH & SUPPORT SERVICES FOR PERSONS LIVING WITH HIV/AIDS
 RYAN WHITE PROGRAM
 RFP (NO. 0313) EVALUATION FORM
 October 4, 2012**

SERVICE CATEGORY:
 AMOUNT AVAILABLE:
 AMOUNT REQUESTED:

MENTAL HEALTH THERAPY / COUNSELING

\$238,000

\$700,233

| NAME OF PROPOSING ORGANIZATION | AVERAGE SCORE |
|--|---------------|
| CARE RESOURCE | 91.20 |
| PUBLIC HEALTH TRUST (DBA: JACKSON HEALTH SYSTEM) | 88.20 |
| EMPOWER U | 88.00 |
| MIAMI BEACH COMMUNITY HEALTH CENTER | 87.40 |
| UNIVERSITY OF MIAMI | 85.20 |
| BORINQUEN HEALTH CARE CENTER | 82.20 |
| COMMUNITY HEALTH OF SOUTH FLORIDA (CHI) | 81.60 |
| JESSIE TRICE COMMUNITY HEALTH CENTER, INC. | 77.40 |
| THELMA GIBSON HEALTH INITIATIVE, INC. | 71.40 |

9 # COUNT OF AGENCIES SCORED

**HEALTH & SUPPORT SERVICES FOR PERSONS LIVING WITH HIV/AIDS
 RYAN WHITE PROGRAM
 RFP (NO. 0313) EVALUATION FORM
 October 2, 2012**

SERVICE CATEGORY:
 AMOUNT AVAILABLE:
 AMOUNT REQUESTED:

FOOD BANK

\$357,000

\$827,663

| NAME OF PROPOSING ORGANIZATION | AVERAGE SCORE |
|--------------------------------|---------------|
| FOOD FOR LIFE | 87.60 |
| FEEDING SOUTH FLORIDA | 66.80 |

2 # COUNT OF AGENCIES SCORED

**HEALTH & SUPPORT SERVICES FOR PERSONS LIVING WITH HIV/AIDS
 RYAN WHITE PROGRAM
 RFP (NO. 0313) EVALUATION FORM
 October 2, 2012**

SERVICE CATEGORY:
 AMOUNT AVAILABLE:
 AMOUNT REQUESTED:

LEGAL ASSISTANCE

\$153,000

\$381,000

| NAME OF PROPOSING ORGANIZATION | AVERAGE SCORE |
|---|---------------|
| LEGAL SERVICES OF GREATER MIAMI | 85.40 |
| UNIVERSITY OF MIAMI | 76.80 |
| HIV EDUCATION AND LAW PROJECT (HELP INC.) | 70.60 |

3 # COUNT OF AGENCIES SCORED

**HEALTH & SUPPORT SERVICES FOR PERSONS LIVING WITH HIV/AIDS
 RYAN WHITE PROGRAM
 RFP (NO. 0313) EVALUATION FORM
 October 16, 2012**

SERVICE CATEGORY:
AMOUNT AVAILABLE:
AMOUNT REQUESTED:

OUTREACH SERVICES

\$289,000

\$965,392

| NAME OF PROPOSING ORGANIZATION | AVERAGE SCORE |
|--|---------------|
| EMPOWER U | 90.60 |
| BORINQUEN HEALTH CARE CENTER | 89.80 |
| AIDS HEALTHCARE FOUNDATION (AHF) | 87.20 |
| THE VILLAGE SOUTH | 87.20 |
| CARE RESOURCE | 86.80 |
| COMMUNITY HEALTH OF SOUTH FLORIDA (CHI) | 84.60 |
| PUBLIC HEALTH TRUST (DBA: JACKSON HEALTH SYSTEM) | 84.40 |
| UNIVERSITY OF MIAMI | 83.60 |
| CITRUS HEALTH NETWORK | 79.80 |
| HELEN B BENTLEY | 79.40 |
| THELMA GIBSON HEALTH INITIATIVE (INC.) | 76.00 |
| VICTORY COMMUNITY SERVICES, INC. | 63.80 |
| SWITCHBOARD OF MIAMI | 43.20 |

13 # COUNT OF AGENCIES SCORED

**HEALTH & SUPPORT SERVICES FOR PERSONS LIVING WITH HIV/AIDS
 RYAN WHITE PROGRAM
 RFP (NO. 0313) EVALUATION FORM
 October 16, 2012**

SERVICE CATEGORY:
AMOUNT AVAILABLE:
AMOUNT REQUESTED:

MAI - OUTREACH SERVICES

\$120,000

\$441,148

| NAME OF PROPOSING ORGANIZATION | AVERAGE SCORE |
|---|---------------|
| EMPOWER U | 90.80 |
| BORINQUEN HEALTH CARE CENTER | 89.60 |
| CARE RESOURCE | 87.00 |
| COMMUNITY HEALTH OF SOUTH FLORIDA (CHI) | 83.60 |
| UNIVERSITY OF MIAMI | 83.60 |
| THELMA GIBSON HEALTH INITIATIVE, INC. | 76.00 |
| CENTER FOR INFORMATION AND ORIENTATION | 69.00 |
| VICTORY COMMUNITY SERVICES, INC. | 63.80 |

8. # COUNT OF AGENCIES SCORED

25

**HEALTH & SUPPORT SERVICES FOR PERSONS LIVING WITH HIV/AIDS
 RYAN WHITE PROGRAM
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 October 16, 2012**

SERVICE CATEGORY:
 AMOUNT AVAILABLE:
 AMOUNT REQUESTED:

TRANSPORTATION - VOUCHERS
\$136,000
\$163,455

| NAME OF PROPOSING ORGANIZATION | AVERAGE SCORE |
|--|---------------|
| BORINQUEN HEALTH CARE CENTER | 89.80 |
| CARE RESOURCE | 89.40 |
| THE VILLAGE SOUTH | 88.00 |
| PUBLIC HEALTH TRUST (DBA: JACKSON HEALTH SYSTEM) | 85.00 |
| MIAMI BEACH COMMUNITY HEALTH CENTER | 83.00 |
| COMMUNITY HEALTH OF SOUTH FLORIDA (CHI) | 81.60 |
| HELEN B BENTLEY | 78.80 |
| JESSIE TRICE COMMUNITY HEALTH CENTER, INC. | 77.00 |

8 # COUNT OF AGENCIES SCORED

26